

Exhibit J

Important Notice to Policy Holders

When you insure your company with Chubb, you connect your covered employees to the vital services they need as they travel. As part of our International Voluntary Workers' Compensation, International Blanket Accident or Blanket Accident insurance solutions, Chubb engaged a leading global medical assistance provider, Europ Assistance, to give your covered employees 24/7 access to medical and travel services around the world.

With medical assistance services from Europ Assistance, help is only a phone call away. Europ Assistance has a local presence in more than 200 countries and territories worldwide, including more than 35 assistance centers staffed with multilingual assistance coordinators, case managers, and medical staff. Europ Assistance also maintains constant communication with our dedicated Multinational Claim Unit to ensure seamless claim handling, no matter where a loss occurs.

If your covered employees are injured and need to locate medical care, Europ Assistance is available for timely help anywhere around the world. Europ Assistance provides the following services worldwide:

Medical Assistance Services:

- Medical provider search and referrals to help find hospitals and doctors in a given locale
- Medical monitoring of treatment
- Facilitation of medical payment
- Coordination of medication

Medical Evacuation and Repatriation Services:

- Emergency medical evacuations and medically-necessary repatriation
- Coordinate transportation to join a hospitalized family member
- Dependent children/traveling companion assistance

Europ Assistance Contact Information

Toll free in the US or Canada: +1 866-611-1204 or Collect outside of the US: +1 240-330-1580

In the event of a life-threatening emergency, please first call the local emergency authorities to receive immediate assistance, and then contact Europ Assistance.

Travel Risk Intelligence Portal

As part of your Chubb insurance solution, covered employees can access Europ Assistance's Chubb insureds-only website that features information and tools to support employees before and during their trips abroad. The site contains real-time destination-based health, security and travel-related information, including:

- Country and city risk ratings and profiles
- Health, medical, safety and security reports per locale
- Mitigation tips and consulate contacts
- Information on business conduct, transportation, holidays, currency exchange rates, etc.
- News and real-time security alerts
- General travel tips

The Europ Assistance portal also includes useful tools that help minimize the inconveniences associated with international travel and support employees in an emergency, such as drug and medical term translation.

Access the portal:

Go to the URL listed below to access Europ Assistance's website and click on the "Sign Up Now" link in the gray Log In box. Use your Group ID and Activation code to fill out the registration information. Once registered, an automated e-mail will be sent to confirm your registration. Follow the link in this e-mail to complete your registration. You can now access the Europ Assistance website at any time using your new login and password.

URL: www.chubb.com/travelhelp/fvwc
 Group ID: N2CHUFVW
 Activation code: 130502

- Cut Card Out & Fold On Dotted Line -

Global Medical Assistance Services

Available to help 24/7

Insured Name: ALUMINUM SHAPES LLC

Policy ID: 99503595

Expires: DECEMBER 04, 2021

CHUBB

Call +1 866-611-1204 from US and Canada. From other locations, call Collect +1 240-330-1580.



Travel Risk Intelligence Portal access:
www.chubb.com/travelhelp/fvwc

For portal registration information, please contact your program administrator directly.

In the event of a life-threatening emergency, please first call the local emergency authorities to receive immediate assistance, and then contact Europ Assistance.

Chubb refers to the insurers of the Chubb Group of Insurance Companies. Not all insurers do business in all jurisdictions. This literature is descriptive only. Actual coverage is subject to the language of the policies as issued. Whether or to what extent a particular loss is covered depends on the facts and circumstances of the loss and the actual coverage of the policy as issued. Chubb, PO Box 1650, Whitehouse Station, NJ 08889-1650. **Chubb Group of Insurance Companies / www.chubb.com**

POLICYHOLDER NOTICE

All of the members of the Chubb Group of Insurance companies doing business in the United States (hereinafter “Chubb”) distribute their products through licensed insurance brokers and agents (“producers”). Detailed information regarding the types of compensation paid by Chubb to producers on US insurance transactions is available under the Producer Compensation link located at the bottom of the page at www.chubb.com, or by calling 1-866-588-9478. Additional information may be available from your producer.

Thank you for choosing Chubb.

Exporters Package Portfolio Policy

Insuring your fragile world



Q
I
C
B
B

International Commercial Insurance**Schedule of Forms**

<i>Policy Period</i>	DECEMBER 04, 2020 to DECEMBER 04, 2021
<i>Effective Date</i>	DECEMBER 04, 2020
<i>Policy Number</i>	9950-35-95 PHL
<i>Insured</i>	ALUMINUM SHAPES LLC
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	DECEMBER 14, 2020

The following is a schedule of additional forms included with this policy:

Form Name	Form Number	
EUROP ASSISTANCE IMPORTANT NOTICE	99-10-0938	(01/14)
AOD IMPORTANT POLICYHOLDER NOTICE	99-10-0872	(06/07)
FRONT PAGE EXPORTERS	FRONT PAGE	(02/05)
SCHEDULE OF FORMS	11-02-0404	(01/89)
COVER PAGE	11-02-0974	(02/99)
PREMIUM STATEMENT - INSURED COPY	11-02-0302	(04/99)
PREMIUM STATEMENT	11-02-0302	(04/99)
DECLARATIONS - GREAT NORTHERN	11-02-0303	(01/89)
INTERNATIONAL COMMON POLICY CONDITIONS	11-02-0300	(02/05)
NAMED INSURED	11-02-1357	(01/06)
INTERNATIONAL COMMON POLICY CONDITIONS - CURRENCY REVISED	11-02-1397	(02/10)
GL DECLARATIONS - INTERNATIONAL TERRITORY	11-02-1245	(03/14)
GL CONTRACT	11-02-1220	(09/03)
GL - EMPLOYEE BENEFIT PROGRAM E AND O	11-02-0506	(03/14)
NON-ACCUMULATION OF LIMITS	11-02-1256	(04/09)
EXCLUSION - INTELLECTUAL PROPERTY LAWS OR RIGHTS	11-02-1402	(05/10)
EXCLUSION - POLLUTION	11-02-1432	(02/13)
EXCLUSION - LOSS OF USE OF ELECTRONIC DATA	11-02-1433	(02/13)
EXCLUSION - INFORMATION LAWS, INCLUDING UNAUTHORIZED OR UNSOLICITED COMMUNICATIONS	11-02-1434	(02/13)
EXCLUSION - ALCOHOLIC BEVERAGE TYPE BUSINESS	11-02-2102	(03/13)
AUTO DECLARATIONS	11-02-0987	(04/99)
AUTO LIABILITY CONDITIONS	11-02-0540	(06/92)
AUTO - BODILY INJURY AND PROPERTY DAMAGE CONTRACT	11-02-0542	(06/06)
AUTO - AMENDED EXCLUSION - ADD PRIMARY PD	11-02-0932	(02/99)
WORKERS' COMPENSATION - DECLARATIONS - EXECUTIVE	11-02-0988	(12/09)
WORKERS' COMPENSATION CONDITIONS	11-02-0604	(12/09)
INTERNATIONAL VOLUNTARY WORKERS' COMPENSATION	11-02-0603	(12/09)

Schedule of Forms

(continued)

INTERNATIONAL BLANKET ACCIDENT INSURANCE DECLARATIONS	11-02-1398	(03/10)
INTERNATIONAL BLANKET ACCIDENT INSURANCE CONTRACT	11-02-1399	(03/10)
KIDNAP RANSOM	11-02-0921	(04/99)

CHUBB®

Exporters Package Portfolio

DESIGNED FOR:

Insured Name: ALUMINUM SHAPES LLC

Insured Address: 9000 RIVER ROAD
DELAIR, NJ 08110

ARRANGED BY:

Agent Name: CONNER STRONG & BUCKELEW COMPANIES LLC

Agent Address: PO BOX 99106
CAMDEN , NJ 081010000

Important Notice

Various provisions in the policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under the WHO IS INSURED PROVISION.

Other words, phrases, and Subjects of Insurance that appear in **bold** print have special meanings. Definitions appear throughout the policy.

Amendments and Declarations issued with the policy are effective at policy inception. Amendments and Declarations issued later show their effective dates.

International Commercial Insurance**Premium Statement**

Chubb Group of Insurance Companies
202B Hall's Mill Road
Whitehouse Station, NJ 08889

Named Insured and Mailing Address

ALUMINUM SHAPES LLC
9000 RIVER ROAD
DELAIR, NJ 08110

Policy Number 9950-35-95 PHL

Effective Date DECEMBER 04, 2020

*Issued by the stock insurance company
indicated below, herein called the company.*
GREAT NORTHERN INSURANCE COMPANY

Producer No. 51889-00000

Incorporated under the laws of
INDIANA

Producer CONNER STRONG & BUCKELEW COMPANIES LLC
PO BOX 99106
CAMDEN, NJ 081010000

Policy Period

From: DECEMBER 04, 2020 **To:** DECEMBER 04, 2021
12:01 A.M. standard time at the Named Insured's mailing address shown above.

Bill Number: 01

Insurance Coverages**Premiums**

ACCIDENT	INCLUDED
AUTO	INCLUDED
GENERAL LIABILITY	INCLUDED
KIDNAP/RANSOM AND EXTORTION	INCLUDED
WORKERS' COMPENSATION	INCLUDED
Total Premium*	\$2,835.00

*If the Declarations indicate the insurance is subject to audit or reporting option, the premiums stated are estimated and subject to adjustment.

Authorized Representative



International Commercial Insurance**Premium Statement**

Chubb Group of Insurance Companies
202B Hall's Mill Road
Whitehouse Station, NJ 08889

Named Insured and Mailing Address

ALUMINUM SHAPES LLC
9000 RIVER ROAD
DELAIR, NJ 08110

Policy Number 9950-35-95 PHL

Effective Date DECEMBER 04, 2020

*Issued by the stock insurance company
indicated below, herein called the company.*
GREAT NORTHERN INSURANCE COMPANY

Producer No. 51889-00000

Incorporated under the laws of
INDIANA

Producer CONNER STRONG & BUCKELEW COMPANIES LLC
PO BOX 99106
CAMDEN , NJ 081010000

Policy Period

From: DECEMBER 04, 2020 **To:** DECEMBER 04, 2021
12:01 A.M. standard time at the Named Insured's mailing address shown above.

Bill Number: 01

Insurance Coverages**Premiums**

ACCIDENT	INCLUDED
AUTO	INCLUDED
GENERAL LIABILITY	INCLUDED
KIDNAP/RANSOM AND EXTORTION	INCLUDED
WORKERS' COMPENSATION	INCLUDED
Total Premium*	\$2,835.00
Commission	\$0.00
Commission Percent	0 %

*If the Declarations indicate the insurance is subject to audit or reporting option, the premiums stated are estimates and subject to adjustment.

Authorized Representative

A handwritten signature in black ink, consisting of a large initial 'P' followed by a series of loops and a final flourish.

International Commercial Insurance**Declarations**

Chubb Group of Insurance Companies
202B Hall's Mill Road
Whitehouse Station, NJ 08889

Named Insured and Mailing Address

ALUMINUM SHAPES LLC
9000 RIVER ROAD
DELAIR, NJ 08110

Policy Number 9950-35-95 PHL

Effective Date DECEMBER 04, 2020

*Issued by the stock insurance company
indicated below, herein called the company.*

GREAT NORTHERN INSURANCE COMPANY

Producer No. 51889-00000

*Incorporated under the laws of
INDIANA*

Producer CONNER STRONG & BUCKELEW COMPANIES LLC
PO BOX 99106
CAMDEN, NJ 081010000

Policy Period

From: DECEMBER 04, 2020 **To:** DECEMBER 04, 2021
12:01 A.M. standard time at the Named Insured's mailing address shown above.

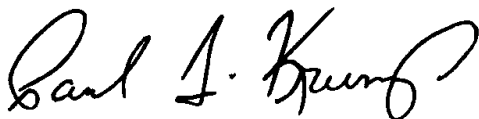
Insurance is issued by the Great Northern Insurance Company, a stock insurance company, in consideration of payment of the required premium for the insurances attached and for which a Limit of Insurance is shown on the Declarations Pages.

Your acceptance of this policy terminates any prior policy of the same number which may have been issued to you by us, effective with the inception of this policy.

This Declarations, together with the most recent Declarations for the Insurances attached, and the Conditions, Loss Provisions, Definitions and Amendments complete the policy.

The Great Northern Insurance Company has issued this policy signed by its President and Secretary, but it will not be valid unless also signed by an authorized representative of the company.

GREAT NORTHERN INSURANCE COMPANY



President



Secretary

Authorized Representative



Chubb. Insured.™

CHUBB®

International Common Policy Conditions

Contract

Table Of Contents

<i>Section</i>	<i>Page No.</i>
<i>Common Policy Conditions</i>	3
<i>Common Loss Provisions</i>	5
<i>Common Policy Definitions</i>	7

P
R
O
P
E
R
T
Y

C
O
N
T
R
A
C
T

C
O
M
M
O
N

P
O
L
I
C
Y

C
O
N
D
I
T
I
O
N
S

THIS PAGE INTENTIONALLY LEFT BLANK

International Common Policy Conditions

Contract

Words and phrases that appear in **bold** print have special meanings and are defined in the definitions section of this contract.

Throughout this contract the words "you" and "your" refer to the Named Insured shown in the Declarations of this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The following Common Policy Conditions, Common Loss Provisions and Common Policy Definitions are included under each part of the policy, unless otherwise stated.

Common Policy Conditions

Audit Of Books And Records

We may audit your books and records as they relate to this insurance at any time during the term of this policy or during the three years following the last date the policy is in effect.

Cancellation

The first named insured may cancel this policy or any of its individual insurance coverages, except political risk coverages, by mailing or delivering to us advance written notice of cancellation stating the effective date.

You may cancel a political risk coverage only for termination of the project. We may cancel a political risk coverage only for nonpayment of premium.

Except in the case of political risk coverage or nonpayment of premium, we may cancel this policy or any of its individual insurance coverages at any time by mailing or delivering to the first named insured a written notice 90 days in advance of the cancellation date.

In the event of nonpayment of premium, we may cancel this policy or any of its individual insurance coverages at any time by mailing or delivering to the first named insured a written notice 20 days in advance of the cancellation date.

We will indicate in our notice of cancellation the date on which coverage is terminated, and will mail or deliver the written notice of cancellation to the first named insured at the first named insured's last known address. If our notice of cancellation is mailed, proof of mailing will be sufficient proof of receipt of such notice by the first named insured.

The earned premium will be computed on a pro rata basis. Any unearned premium will be returned as soon as practicable.

Changes

This policy can only be changed by a written agreement or amendment that becomes part of this policy. The agreement or amendment must be signed by one of our authorized representatives.

Compliance By Insureds

We have no duty to provide coverage under this policy unless you and any other involved insured have fully complied with all of the terms and conditions of the policy.

Common Policy Conditions

(continued)

Compliance With Applicable Trade Sanctions

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

Compulsory Admitted Insurance

This insurance is not a substitute for **compulsory admitted** insurance in any jurisdiction, whether or not this insurance would qualify as **compulsory admitted** insurance in a given jurisdiction or is accepted by the appropriate authorities as proof of **compulsory admitted** insurance.

You alone have the duty under this insurance to arrange for your **compulsory admitted** insurance, whether you insure with us, another insurer that we indicate or any other insurer.

Unless otherwise stated, if you do not arrange for your **compulsory admitted** insurance, we shall only be liable to you to the same extent as if you had arranged for such **compulsory admitted** insurance.

Concealment Or Misrepresentation

This insurance is void as to all insureds if, whether before or after loss, you willfully conceal or misrepresent any material fact or circumstance relating to this insurance.

First Named Insured

The person or organization first named in the Declarations is primarily responsible for payment of all premiums. The first named insured will act on behalf of all other named insureds for the giving and receiving of notice of cancellation or nonrenewal and the receiving of any return premiums that become payable under this policy.

All loss adjustment losses and other payments will, at our option, be coordinated and adjusted with and payable to the first named insured, without regard to the first named insured's obligation to others, including, but not limited to other insureds. We will not be responsible for the proper application of any payment we make to the first named insured. If we make payment to any insured other than the first named insured, such payment will be treated as though made to the first named insured. We will also not be liable for loss sustained by one insured to the advantage of any other insured.

Inspections And Surveys

We have the right but are not obligated to:

- make inspections and surveys at any time;
- give you reports on the conditions we find; and
- recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We also do not warrant that conditions:

- are safe or healthful; or

Common Policy Conditions

Inspections And Surveys (continued)

- comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any other insurer that provides **admitted** insurance at our request, and to rating, advisory, rate service or similar organizations which make insurance inspections, surveys, reports or recommendations for us.

Titles Of Paragraphs

The titles of the various paragraphs of this policy and amendments attached to this policy are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

Transfer Of Rights And Duties

Your rights and duties under this insurance may not be transferred without our written consent. However, if you die or in the case of a business enter receivership, bankruptcy or equivalent proceedings, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative, or to anyone having temporary custody of your property until your legal representative has been appointed.

When We Do Not Renew

If we decide not to renew this policy or any of its individual insurance coverages, we will mail or deliver the written notice of nonrenewal to the first named insured at the first named insured's last known address not less than 90 days before the expiration date. If our notice of nonrenewal is mailed, proof of mailing will be sufficient proof of receipt of such notice by the first named insured.

Common Loss Provisions

Advances Or Reimbursements

When we advance or reimburse funds to you or to any other insured for our portion of the costs of investigation (including appraisals of property), defense or settlement, we will do so in accordance with the Loss Provisions of the respective coverage afforded or, if the Loss Provisions of the coverage do not make specific provision for advances, we will advance funds at our option. We will only make advances or reimbursements in a jurisdiction which is mutually acceptable.

Control And Cooperation

In all instances where we consult with you or with any other insured about an occurrence, claim or suit to which this insurance applies that arises in a **non-admitted jurisdiction** or anywhere we do not exercise our right to defend a claim or suit, we retain the right to assume control of any investigation, defense, settlement or recovery proceedings. You or any other insured have the duty to cooperate with us in these proceedings.

Currency Provision

The Limits Of Insurance and premiums shown in this policy are either United States of America or Canadian currency, contingent upon country of issuance, unless otherwise stated in the Declarations.

Loss or damage will be paid in the currency shown in Declarations for the applicable Limits Of Insurance.

Common Loss Provisions

Currency Provision (continued)

At our sole option and upon your request, we will make payment for loss or damage in the currency requested. In doing so we will convert the value of the covered loss or damage to the currency requested at the free rate of exchange as published in The Wall Street Journal in effect:

- on the date of the covered loss or damage for covered loss or damage to other than **money** or **securities**; or
- the date of the covered loss or damage to **money** or **securities** is discovered.

Business Income or Extra Expense will be converted at the rate of exchange as published in the Wall Street Journal based on the average of the daily rate of exchange quoted for the period of loss.

Upon converting the currency, we will apply all other terms of this policy to determine the amount of our final loss obligation, but in no event we will pay more than the Limits Of Insurance shown in the Declarations.

Insured's Duties In The Event Of Occurrence, Claim Or Suit

In the event of an occurrence, claim or suit, you or any other insured must perform duties set forth in A., B. and C. below.

- A. Notify us, or any person or organization authorized by us below to accept such notification, as to what happened.

You must make this notification as soon as possible after the occurrence, claim or suit comes to the attention of an Executive Officer, Risk Manager or Insurance Manager of your headquarters in the **United States** or Canada.

Any other insured must make this notification as soon as possible after the occurrence, claim or suit comes to the attention of an Executive Officer, Risk Manager or Insurance Manager of any other insured's headquarters in the **United States**, Canada or elsewhere.

However, if you or any other insured is an individual or a partnership, the notification must be made as soon as possible after the occurrence, claim or suit comes to your attention or a partner's attention.

You or any other insured must make this notification:

1. to us;
2. to one of our authorized representatives in the **United States** or Canada;
3. to another member company of the Chubb Group of Insurance Companies; or
4. to any **authorized correspondent**.

For all coverages of this policy, notice of an occurrence, claim or suit made to persons or organizations described in 2, 3, or 4 above will be deemed to be notice of the occurrence, claim or suit made directly to us under this policy, whether the notice to the persons or organizations described in 2, 3, or 4 is made under this policy or under any **controlled admitted** insurance.

- B. Give details, as specified in the Loss Provisions of the respective insurances which comprise this policy.

Common Loss Provisions

Insured's Duties In The Event Of Occurrence, Claim Or Suit (continued)

- C. If necessary, contact our Multinational Claim Unit at:
- Chubb Group of Insurance Companies
One Financial Center
Boston, Massachusetts 02111
- Email: mcu@chubb.com
Facsimile: 1 877 200 5202
Telephone: 1 877 200 5200
- (Facsimile and Telephone numbers work both in and outside of the US.)

Joint Duties In a Non-Admitted Jurisdiction Or Where We Do Not Exercise Our Right To Defend

- For an occurrence, claim or suit to which this insurance applies that arises in a **non-admitted jurisdiction** or anywhere we do not exercise our right to defend a claim or suit, we will consult with you and with any other insured.
- You or any other insured must:
- make such investigation, defense or settlement as we deem reasonable;
 - obtain our approval for any payment;
 - accept a settlement for loss of, or damage to, your property or property of others in your care, custody or control, or for loss of income you incur resulting from loss of, or damage to, property; or
 - effect approved payments to others.

Notice Of Occurrence, Claim Or Suit Under Any Nationalized Insurance Extension

- A. The above Insured's Duties In The Event Of Occurrence, Claim Or Suit, or any provision contained in any individual insurance coverage of this policy that amends or replaces any part of such Insured's Duties In The Event Of Occurrence, Claim Or Suit, apply to any insurance we provide under any Nationalized Insurance Extension amendment of this policy, except as set forth in B. below.
- B. For all coverages of this policy, notice of an occurrence, claim or suit made to any applicable Government controlled insurer or State Fund, whether under any insurance qualifying as **controlled admitted** insurance issued by that Government controlled insurer or State Fund and stated in the Nationalized Insurance Extension amendment of this policy or under this policy, will not be deemed to be notice of the occurrence, claim or suit made to us or any other person or organization authorized by us to accept such notification under this policy.

Common Policy Definitions

Admitted

- Admitted** means a contract of insurance that is issued by a State Fund or an insurer licensed or permitted by law to do business in the jurisdiction where the property or exposure to loss is located and issued to:
- you; or

Common Policy Definitions

Admitted (continued)

- someone (other than you) covering your interests.

Admitted does not include any contract of insurance specifically obtained to apply in excess of any Limits Of Insurance shown in the Declarations of this policy.

Authorized Correspondent

Authorized correspondent means any privately controlled insurer, other than a member company of the Chubb Group of Insurance Companies, that we indicate is our correspondent, but only for each specific insurance transaction we authorize.

Compulsory Admitted

Compulsory admitted means any **admitted** insurance that is required to be in-force to satisfy the legal requirements of a given jurisdiction, except any such insurance for:

- A. loss of, or damage to, your property or property in your care, custody or control;
- B. loss of income as a consequence of A. above; or
- C. neighbors and tenants liability.

Controlled Admitted

Controlled admitted means any **admitted** insurance that:

- A. we or another member company of the Chubb Group of Insurance Companies issue to you;
- B. any **authorized correspondent** issues to you; or
- C. any Government controlled insurer or State Fund issues to you, but only:
 1. if the kind of insurance and jurisdiction in which it was issued are stated in the Nationalized Insurance Extension amendment; and
 2. that jurisdiction is anywhere:
 - a. privately controlled insurers are prevented by law from doing business; or
 - b. privately controlled insurers are prevented by law from offering the specific kind of insurance you purchase from a Government controlled insurer or State Fund.

Controlled admitted also includes **admitted** insurance issued to you that:

- we, another member company of the Chubb Group of Insurance Companies or any **authorized correspondent** provide as coinsurer ;
 - any privately controlled insurer (other than us, another member company of the Chubb Group of Insurance Companies or any **authorized correspondent**) provides as coinsurer with us, with another member company of the Chubb Group of Insurance Companies with any **authorized correspondent**; or
 - any Government controlled insurer or State Fund provides as coinsurer with us, with another member company of the Chubb Group of Insurance Companies or with any **authorized correspondent**.
-

CHUBB®**International Common Policy Conditions****Common Policy Definitions***(continued)***Independently Contracted Admitted****Independently contracted admitted** means any **admitted** insurance:

- issued by any privately controlled insurer, other than us, another member company of the Chubb Group of Insurance Companies or any **authorized correspondent**;
- issued by any Government controlled insurer or State Fund, except when such insurance is **controlled admitted** insurance; or
- that is not otherwise **controlled admitted** insurance.

Money**Money** means:

- currency, coins, bank notes or bullion;
- food stamps;
- checks or drafts drawn on any account; or
- travelers checks, registered checks and money orders, held for sale to the public.

Non-Admitted Jurisdiction**Non-admitted jurisdiction** means any jurisdiction where we are not licensed or permitted by law to issue insurance or are prevented by law or otherwise from investigating, settling or defending an occurrence, claim or suit.**Other Non-Admitted****Other non-admitted** means any contract of insurance that:

- is issued by a State Fund or an insurer not licensed or permitted by law to do business in the jurisdiction where the property or exposure to loss is located; and
- is issued to you or any other insured; or
- is issued to someone (other than you or any other insured) covering your interests.

Other non-admitted does not include:

- this contract of insurance; or
- any contract of insurance specifically obtained to apply in excess of the Limits Of Insurance stated in the Declarations of this policy.

Securities**Securities** means:

- all negotiable and nonnegotiable instruments or contracts that represent either **money** or other property held by you in any capacity;
- revenue and other stamps in current use;
- tokens;
- tickets; and

**Common Policy
Definitions**

Securities
(continued)

- property of others that you hold as a pledge or as collateral for a loan.

Securities does not mean **money**.

United States

United States means the United States of America, its territories and possessions, including American Samoa, Guam, the U.S. Virgin Islands, the Commonwealth of the Northern Mariana Islands and the Commonwealth of Puerto Rico.

United States does not include:

- the Federated States of Micronesia;
- the Republic of the Marshall Islands; or
- the Republic of Palau.

The Federated States of Micronesia and the Republic of the Marshall Islands are former U.S. trust territories, now independent nations. The Republic of Palau is not subject to U.S. law, but is at present a U.S. trust territory.

International Common Policy Conditions***Endorsement***

Policy Period DECEMBER 04, 2020 to DECEMBER 04, 2021

Effective Date DECEMBER 04, 2020

Policy Number 9950-35-95 PHL

Insured ALUMINUM SHAPES LLC

Name of Company GREAT NORTHERN INSURANCE COMPANY

Date Issued DECEMBER 14, 2020

This Endorsement applies to the following forms:

INTERNATIONAL GENERAL LIABILITY DECLARATIONS
INTERNATIONAL COMMERCIAL AUTO LIABILITY INSURANCE DECLARATIONS
INTERNATIONAL WORKERS' COMPENSATION DECLARATIONS
KIDNAP/RANSOM AND EXTORTION
INTERNATIONAL BLANKET ACCIDENT INSURANCE

The Named Insured is changed to:

Named Insured

ALUMINUM SHAPES LLC
DELAIR ALUMINUM, LLC

All other terms and conditions remain unchanged.

Authorized Representative



International Liability Insurance***Endorsement***

Policy Period DECEMBER 04, 2020 to DECEMBER 04, 2021

Effective Date DECEMBER 04, 2020

Policy Number 9950-35-95 PHL

Insured ALUMINUM SHAPES LLC

Name of Company GREAT NORTHERN INSURANCE COMPANY

Date Issued DECEMBER 14, 2020

This Endorsement applies to the following forms:

INTERNATIONAL COMMON POLICY CONDITIONS

Under Common Loss Provisions, the provision titled Currency Provision is deleted and replaced by the following.

Common Loss Provisions***Currency***

Amounts under this insurance are expressed and payable in United States of America currency.

However, at our discretion, we may pay damages, loss, cost or expense in another currency.

In the event of damages, loss, cost or expense involving another currency, conversion into or from such currency shall be computed as follows:

- with respect to judgments or settlements, amounts shall be computed at a free rate of exchange as soon as practicable following the date of entry of final judgment or the date of settlement.
- with respect to elements of loss other than payments for judgments or settlements, amounts shall be computed at a free rate of exchange as soon as practicable following the date of our agreement to release payment for such element of loss.

**Common Loss
Provisions**

*Currency
(continued)*

In no event will any conversion into or from another currency result in any increase in the Limits Of Insurance as expressed in United States of America currency.

All other terms and conditions remain unchanged.



Authorized Representative

International General Liability Insurance**Declarations**

Chubb Group of Insurance Companies
202B Hall's Mill Road
Whitehouse Station, NJ 08889

Named Insured and Mailing Address

ALUMINUM SHAPES LLC
9000 RIVER ROAD
DELAIR, NJ 08110

Policy Number 9950-35-95 PHL

Effective Date DECEMBER 04, 2020

*Issued by the stock insurance company
indicated below, herein called the company.*
GREAT NORTHERN INSURANCE COMPANY

Producer No. 51889-00000

Incorporated under the laws of
INDIANA

Producer CONNER STRONG & BUCKELEW COMPANIES LLC
PO BOX 99106
CAMDEN , NJ 081010000

Policy Period

From: DECEMBER 04, 2020 **To:** DECEMBER 04, 2021
12:01 A.M. standard time at the Named Insured's mailing address shown above.

Liability Coverage**Limits Of Insurance**

Insurance applies only to those coverages for which a Limit of Insurance is shown. Audit period is annual unless otherwise indicated.

GENERAL LIABILITY

GENERAL AGGREGATE LIMIT	\$2,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$2,000,000
EACH OCCURRENCE LIMIT	\$1,000,000
ADVERTISING INJURY AND PERSONAL INJURY AGGREGATE LIMIT	\$1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$1,000,000
MEDICAL EXPENSE LIMIT	\$10,000

Coverages
(continued)

Limits Of Insurance

EMPLOYEE BENEFIT PROGRAMS ERRORS OR OMISSIONS

EMPLOYEE BENEFIT PROGRAMS ACTS,
ERRORS OR OMISSIONS AGGREGATE LIMIT

\$1,000,000

EACH CLAIM LIMIT

\$1,000,000

RETROACTIVE DATE

DECEMBER 04, 2014

PRODUCT WITHDRAWAL EXPENSE

EACH DEFECT LIMIT

NOT INCLUDED

AGGREGATE LIMIT

NOT INCLUDED

RETAINED LIMITS

NOT INCLUDED

OUR PARTICIPATION SHARE

NOT INCLUDED

COVERAGE TERRITORY

International General Liability Coverage Territory.

Authorized Representative



Chubb. Insured.SM

CHUBB®***International General Liability******Contract******Table Of Contents***

<i>Section</i>	<i>Page No.</i>
<i>Coverages</i>	<i>3</i>
<i>Investigation, Defense And Settlements</i>	<i>6</i>
<i>Advancements Or Reimbursements</i>	<i>7</i>
<i>Supplementary Payments</i>	<i>7</i>
<i>Coverage Territory</i>	<i>8</i>
<i>Who Is An Insured</i>	<i>9</i>
<i>Limits Of Insurance</i>	<i>13</i>
<i>Bodily Injury/Property Damage Exclusions</i>	<i>15</i>
<i>Advertising Injury/Personal Injury Exclusions</i>	<i>18</i>
<i>Medical Expenses Exclusions</i>	<i>20</i>
<i>Policy Exclusions</i>	<i>20</i>
<i>Conditions</i>	<i>25</i>
<i>Definitions</i>	<i>29</i>

THIS PAGE INTENTIONALLY LEFT BLANK

International General Liability

Contract

Please read the entire policy carefully. The terms and conditions of this insurance include the various sections of this contract: Coverages; Investigation, Defense And Settlements; Advances Or Reimbursements; Supplementary Payments; Coverage Territory; Who Is An Insured; Limits Of Insurance; Exclusions; Conditions; and Definitions, as well as the Declarations, Common Policy Conditions and any Endorsements and Schedules made a part of this insurance.

Throughout this contract the words “you” and “your” refer to the named **insured** shown in the Declarations and other persons or organizations qualifying as a named **insured** under this contract. The words “we,” “us” and “our” refer to the Company providing this insurance.

In addition to the named **insured**, other persons or organizations may qualify as **insureds**. Those persons or organizations and the conditions under which they qualify are identified in the Who Is An Insured section of this contract.

Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section of this contract or in the Common Policy Conditions section.

Coverages

The coverages provided below apply pursuant to their terms and conditions, unless:

- A. **underlying insurance**, by its terms and conditions, applies, or would have applied but for the exhaustion of its limits of insurance by payments of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits), to **loss**, then the coverages apply as set forth in the Excess Provision;
- B. **underlying insurance** (other than **required specific insurance**), by its terms and conditions, applies to **loss**, but is not collectible, then the coverages apply as set forth in the Collectibility Provision; or
- C. **underlying insurance**, by its terms and conditions, does not apply to **loss** for reasons other than:
 - 1. collectibility; or
 - 2. the exhaustion of its limits of insurance;and you have maintained all **required specific insurance**, then the coverages apply as set forth in the Difference In Terms/Conditions Provision.

Bodily Injury And Property Damage Liability Coverage

Subject to all of the terms and conditions of this insurance, we will pay damages that the **insured** becomes legally obligated to pay by reason of liability:

- imposed by law; or
- assumed in an **insured contract**;

for **bodily injury** or **property damage** caused by an **occurrence** to which this coverage applies.

This coverage applies only to such **bodily injury** or **property damage** that occurs during the policy period.

Damages for **bodily injury** include damages claimed by a person or organization for care, loss of services or death resulting at any time from the **bodily injury**.

We have no obligation under this insurance with respect to any claim or **suit** settled without our consent.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this contract.

Coverages

Bodily Injury And Property Damage Liability Coverage (continued)

Our obligations hereunder end when we have used up the applicable Limits Of Insurance.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this provision.

Advertising Injury And Personal Injury Liability Coverage

Subject to all of the terms and conditions of this insurance, we will pay damages that the **insured** becomes legally obligated to pay by reason of liability:

- imposed by law; or
- assumed in an **insured contract**;

for **advertising injury** or **personal injury** to which this coverage applies.

This coverage applies only to such **advertising injury** or **personal injury** caused by an offense that is first committed during the policy period.

We have no obligation under this insurance with respect to any claim or **suit** settled without our consent.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this contract.

Our obligations hereunder end when we have used up the applicable Limits Of Insurance.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this provision.

Medical Expenses Coverage

Subject to all of the terms and conditions of this insurance, we will pay **medical expenses** for **bodily injury** caused by an accident to which this coverage applies:

- that takes place on premises rented to or owned by you; or
- in connection with your operations;

provided that such:

- **bodily injury** is not excluded under any section of this contract;
- accident occurs during the policy period;
- expenses are incurred and reported to us within three (3) years of the date of the accident; and
- person who sustained such **bodily injury** submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

We will make these payments regardless of fault.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this contract.

Our obligations hereunder end when we have used up the applicable Limits Of Insurance.

We have no other obligation or liability under this coverage.

International General Liability

Coverages (continued)

Excess Provision

Subject to all the terms and conditions of this insurance, we will pay that part of **loss** which exceeds the applicable limit of insurance of:

- **controlled admitted** insurance, including any deductible, retention or self-insurance applicable to such **controlled admitted** insurance, but only to the extent that the Limits Of Insurance of this insurance have not been used up by payments made under such **controlled admitted** insurance; or
- **underlying insurance** (other than **controlled admitted** insurance), including any deductible, retention or self-insurance applicable to such **underlying insurance**.

If the applicable limits of insurance of **underlying insurance** are:

- reduced by payment of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits), this insurance will drop down to apply in excess of the remaining amount of the applicable limits of insurance of **underlying insurance**.
- exhausted by payment of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits), this insurance will apply in place of such **underlying insurance**.

This provision does not apply to any part of:

- A. **loss** within the limits of insurance of **underlying insurance**, regardless of whether or not such **underlying insurance** is available or collectible.
- B. **loss** for which the liability or obligation under **underlying insurance** is by law unlimited, regardless of whether or not such **underlying insurance** is available or collectible.
- C. **loss**, unless **underlying insurance** would have applied to such **loss**, but for the exhaustion of the limits of insurance of such **underlying insurance** by payment of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits).
- D. any costs or expenses related to **loss** as described in subparagraphs A., B. or C. above.

Collectibility Provision

Subject to all the terms and conditions of this insurance, we will pay **loss** to the extent that such **loss** is payable, but not collectible under the terms and conditions of **underlying insurance**. This Collectibility Provision applies only to the extent that **loss** is not collectible under **underlying insurance** because the insurer of such **underlying insurance**:

- is **financially impaired**; or
- has not paid within a reasonable period of time from the date of a final judgment or settlement that determines the amount of **loss** the **insured** is legally obligated to pay.

This provision does not apply to:

- A. **loss** to the extent that **required specific insurance**, by its terms and conditions, applies, regardless of whether or not such insurance is available or collectible.
- B. any claim by any conservator, liquidator or statutory successor of any insurer of **underlying insurance**.
- C. any costs or expenses related to any claim or **loss** described in subparagraphs A. or B. above.

Coverages

Collectibility Provision (continued)

As a condition precedent to the applicability of this Collectibility Provision, you must:

- give us immediate written notice as soon as you become aware of any **financial impairment** of any insurer of **underlying insurance**;
- pursue all rights under **underlying insurance** from the insurer;
- comply with the Duties In The Event Of Occurrence, Offense, Claim Or Suit condition of this contract and submit a sworn statement of **loss** to us, even though you or any other **insured** may have made a similar statement to the applicable insurer; and
- cooperate with us to obtain, for our benefit, all of your rights and the rights of the insurer of **underlying insurance** (pursuant to the terms and conditions of such **underlying insurance**) and to any and all recoveries or indemnifications from governmental or state entities, including guarantee funds.

You must promptly reimburse us for any payment that we make under this provision, if payment is ultimately made available under such previously not collectible **underlying insurance**. You will make the reimbursement to us unless we authorize otherwise.

Difference In Terms/Conditions Provision

Subject to all the terms and conditions of this insurance, we will pay **loss** to the extent that **underlying insurance**, by its terms and conditions, does not apply.

This provision does not apply to any part of:

- A. **loss** to which **underlying insurance**, by its terms and conditions, would apply, regardless of whether or not:
 - 1. **underlying insurance** is available or collectible; or
 - 2. the applicable limits of insurance of **underlying insurance** have been exhausted.
- B. **loss** to which **underlying insurance** would have applied but for a limitation in such coverage with respect to the timing of a triggering event.
- C. any costs or expenses related to **loss** as described in subparagraphs A. or B. above.

Investigation, Defense And Settlements

Subject to all of the terms and conditions of this insurance, we will have the duty to defend the **insured** against a **suit** (other than a suit brought in a **non-admitted jurisdiction**), to which this insurance applies, but only if the terms and conditions of **underlying insurance** do not apply to **loss**.

If such a **suit** is brought, we will pay reasonable attorney fees and necessary litigation expenses to defend:

- the **insured**; and
- if applicable, the indemnitee of the **insured**, provided the obligation to defend, or for the cost of the defense of, such indemnitee has been assumed by such **insured** in an **insured contract**.

We have no duty to defend any person or organization against any **suit**:

- seeking damages to which this insurance does not apply.
- if any insurer of **underlying insurance** has a duty to defend the **insured** against such **suit**.
- brought in a **non-admitted jurisdiction**.

International General Liability**Investigation, Defense
And Settlements***(continued)*

- if the Excess Provision or Collectibility Provision of this insurance applies.

We will have the right, but not the duty, to defend the **insured** against a **suit** brought in a **non-admitted jurisdiction**.

If we are prevented by law, or otherwise, from investigating, defending or settling an **occurrence**, offense, claim or **suit**, we may advance or reimburse funds to the **insured** in accordance with the Advances Or Reimbursements section of this contract.

We may, at our discretion, investigate any **occurrence** or offense and make any settlement, regardless of whether any claim has been made or **suit** has been brought.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this contract.

Our obligations hereunder end when we have used up the applicable Limit Of Insurance.

**Advances Or
Reimbursements**

Subject to all of the terms and conditions of this insurance and when the Joint Duties In Nonadmitted Jurisdictions condition of the Common Policy Conditions applies, we may, at our discretion, advance or reimburse funds to the **insured** for:

- **loss**; and
- Supplementary Payments.

We will make these advances or reimbursements in a jurisdiction that is mutually acceptable.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this contract.

Our obligations hereunder end when we have used up the applicable Limit of Insurance.

**Supplementary
Payments**

Subject to all of the terms and conditions of this insurance, we will pay, with respect to a claim we investigate or settle, or a **suit** against an **insured** we defend:

- A. the expenses we incur.
- B. the cost of:
 1. bail bonds; or
 2. bonds required to:
 - a. appeal judgments; or
 - b. release attachments;

but only for bond amounts within the available Limit Of Insurance. We do not have to furnish these bonds.
- C. reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of such claim or **suit**, including actual loss of earnings up to \$1000 a day because of time off from work.
- D. costs taxed against the **insured** in the **suit**, except any:
 1. attorney fees or litigation expenses; or
 2. other loss, cost or expense;

in connection with any injunction or other equitable relief.

**Supplementary
Payments**
(continued)

- E. prejudgment interest awarded against the **insured** on that part of a judgment we pay. If we make an offer to pay the applicable Limit Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- F. interest on the full amount of a judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit Of Insurance.

Supplementary Payments does not include any fine or other penalty.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this contract.

Our obligations hereunder end when we have used up the applicable Limit Of Insurance.

Coverage Territory

*Extended International
General Liability
Coverage Territory*

If Extended International General Liability Coverage Territory is shown in the Coverage Territory section of the Declarations, then, subject to all of the terms and conditions of this insurance, this insurance:

- A. applies anywhere.
- B. does not apply to:
1. **bodily injury** or **property damage** that takes place; or
 2. **advertising injury** or **personal injury** caused by an offense committed;
- in:
- the **United States** or Canada; or
 - international airspace or waters, if such injury or damage occurs or such offense is committed during the course of transportation or travel between places in the **United States** or Canada;

unless a **suit** on the merits (to determine the **insured**'s responsibility to pay damages to which this insurance applies) is brought outside the **United States** and Canada.

With respect to **advertising injury** and **personal injury** caused by an offense committed using the Internet (or similar electronic means of communication), such an offense will be deemed to have been committed in the **United States** or Canada if the first publication of content or material using the Internet (or similar electronic means of communication), causing such injury, originated in the **United States** or Canada.

*International General
Liability Coverage
Territory*

If International General Liability Coverage Territory is shown in the Coverage Territory section of the Declarations, then, subject to all of the terms and conditions of this insurance, this insurance:

- A. applies only to:
1. **bodily injury** and **property damage** that takes place; or
 2. **advertising injury** and **personal injury** caused by an offense committed;
- outside the **United States** and Canada.

International General Liability**Coverage Territory***International General Liability Coverage Territory (continued)*

B. does not apply to:

1. a. **bodily injury** and **property damage** that takes place; or
 - b. **advertising injury** and **personal injury** caused by an offense committed; in international airspace or waters, if such injury or damage occurs or such offense is committed during the course of transportation or travel between places in the **United States** or Canada.
2. any damages, loss, cost or expense in connection with any **suit** brought in the **United States** or Canada.

With respect to **advertising injury** and **personal injury** caused by an offense committed using the Internet (or similar electronic means of communication), such an offense will be deemed to have been committed in the **United States** or Canada if the first publication of content or material using the Internet (or similar electronic means of communication), causing such injury, originated in the **United States** or Canada.

Who Is An Insured*Sole Proprietorships*

If you are an individual, you and your spouse are **insureds**; but you and your spouse are **insureds** only with respect to the conduct of a business of which you are the sole owner.

If you die:

- persons or organizations having proper temporary custody of your property are **insureds**; but they are **insureds** only with respect to the maintenance or use of such property and only for acts until your legal representative has been appointed; and
- your legal representatives are **insureds**; but they are **insureds** only with respect to their duties as your legal representatives. Such legal representatives will assume your rights and duties under this insurance.

Partnerships Or Joint Ventures

If you are a partnership (including a limited liability partnership) or a joint venture, you are an **insured**. Your members, your partners and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business.

Limited Liability Companies

If you are a limited liability company, you are an **insured**. Your members and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business. Your managers are **insureds**; but they are **insureds** only with respect to their duties as your managers.

Other Organizations

If you are an organization (including a professional corporation) other than a partnership, joint venture or limited liability company, you are an **insured**. Your directors and **officers** are **insureds**; but they are **insureds** only with respect to their duties as your directors or **officers**. Your stockholders and their spouses are **insureds**; but they are **insureds** only with respect to their liability as your stockholders.

Who Is An Insured

(continued)

Employees

Your **employees** are **insureds**; but they are **insureds** only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, no **employee** is an **insured** for:

A. **bodily injury, advertising injury or personal injury:**

1. to you, to any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or to any co-**employee** while such injured person is either in the course of his or her employment or while performing duties related to the conduct of your business;
2. to the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in subparagraph A.1. above; or
3. for which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in subparagraphs A.1. or A.2. above.

With respect to **bodily injury** only, this limitation does not apply to:

- you or to your directors, managers, members, **officers**, partners or supervisors as **insureds**; or
- your **employees**, as **insureds**, with respect to such damages caused by cardio-pulmonary resuscitation or first aid services administered by such an **employee**.

B. **property damage** to any property owned, occupied or used by you or by any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or by any of your **employees**.

This limitation does not apply to **property damage** to premises while rented to you or temporarily occupied by you with permission of the owner.

Volunteers

Persons who are volunteer workers for you are **insureds**; but they are **insureds** only for acts within the scope of their activities for you and at your direction.

Real Estate Managers

Persons (other than your **employees**) or organizations acting as your real estate managers are **insureds**; but they are **insureds** only with respect to their duties as your real estate managers.

Permissive Users Of Mobile Equipment

With respect to **mobile equipment** registered in your name under a motor vehicle registration law:

- A. persons driving such equipment on a public road with your permission are **insureds**; and
- B. persons or organizations responsible for the conduct of such persons described in subparagraph A. above are **insureds**; but they are **insureds** only with respect to the operation of the equipment and only if no other insurance of any kind is available to them.

However, no person or organization is an **insured** with respect to:

- **bodily injury** to any co-**employee** of the person driving the equipment; or

International General Liability

Who Is An Insured

Permissive Users Of Mobile Equipment (continued)

- **property damage** to any property owned or occupied by or loaned or rented to you, or in your charge or the charge of the employer of any person who is an **insured** under this provision.

Vendors

Persons or organizations who are vendors of **your products** are **insureds**; but they are **insureds** only with respect to their liability for damages for **bodily injury** or **property damage** resulting from the distribution or sale of **your products** in the regular course of their business and only if this insurance applies to such products (included in the **products-completed operations hazard**).

However, no such person or organization is an **insured** with respect to any:

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for **bodily injury** or **property damage** that such vendor would have in the absence of such contract or agreement;
- representation or warranty unauthorized by you;
- physical or chemical change in **your products** made intentionally by the vendor;
- repackaging, unless unpacked solely for the purpose of inspection, demonstration or testing, or the substitution of parts under instruction from the manufacturer and then repacked in the original container;
- failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of **your products**;
- demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of **your products**; or
- of **your products** which, after distribution or sale by you, have been labeled or relabeled or used as a container, ingredient or part of any other thing or substance by or for the vendor.

Further, no person or organization from whom you have acquired **your products**, or any container, ingredient or part entering into, accompanying or containing **your products**, is an **insured** under this provision.

Lessors Of Equipment

Persons or organizations from whom you lease equipment are **insureds**; but they are **insureds** only with respect to the maintenance or use by you of such equipment and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence; or
 - **occurrence** that occurs, or offense that is committed, after the equipment lease ends.
-

Who Is An Insured

(continued)

Lessors Of Premises

Persons or organizations from whom you lease premises are **insureds**; but they are **insureds** only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence;
- **occurrence** that occurs, or offense that is committed, after you cease to be a tenant in the premises; or
- structural alteration, new construction or demolition operations performed by or on behalf of them.

Subsidiary Or Newly Acquired Or Formed Organizations

If there is no other insurance available, the following organizations will qualify as named **insureds**:

- A. a subsidiary organization (other than a joint venture or partnership) of the first named **insured** shown in the Declarations of which, at the beginning of the policy period and at the time of loss, such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization; or
- B. a subsidiary organization (other than a joint venture or partnership) of the first named **insured** shown in the Declarations that such first named **insured** acquires or forms during the policy period, if at the time of loss such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization. However, unless we agree to extend coverage for an additional period (in accordance with the provisions of paragraph C. under Limitations On Who Is An Insured), coverage under this provision is afforded only for:
 - 1. **bodily injury** or **property damage** that did not occur; or
 - 2. **advertising injury** or **personal injury** caused by an offense that was not first committed;later than:
 - one hundred eighty (180) days after such acquisition or formation is executed; or
 - the end of the policy period;whichever comes first.

Limitations On Who Is An Insured

- A. Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organizations provision above, no person or organization is an **insured** with respect to the conduct of any person or organization that is not shown as a named **insured** in the Declarations.
- B. No person or organization is an **insured** with respect to the:
 - 1. ownership, maintenance or use of any assets; or
 - 2. conduct of any person or organization whose assets, business or organization;

International General Liability**Who Is An Insured****Limitations On Who Is An Insured**
(continued)

you acquire, either directly or indirectly, for any:

- **bodily injury** or **property damage** that occurred; or
- **advertising injury** or **personal injury** arising out of an offense first committed; in whole or in part, before such acquisition is executed.

C. No person or organization is an **insured** with respect to the:

1. ownership, maintenance, or use of any assets you acquire;
2. conduct of any person or organization whose assets, business or organization you acquire; or
3. conduct of any organization you form;

during the policy period, either directly or indirectly, for any:

- **bodily injury** or **property damage** that occurs; or
- **advertising injury** or **personal injury** arising out of an offense first committed; later than:

- one hundred eighty (180) days after such acquisition or formation is executed; or
- the end of the policy period;

whichever comes first, unless:

- you give us written notice describing the acquisition or formation for which you are requesting an extension of coverage for an additional period;
- we agree to issue an endorsement to extend coverage for an additional period (up to the end of the policy period) in connection with the acquisition or formation, in accordance with the terms, conditions, and additional premiums determined by us; and
- you accept such terms and conditions and pay such premiums promptly when due.

D. However, paragraph A. above does not apply to liability of the first named **insured** shown in the Declarations as a partner or member of a joint venture or partnership for **loss** resulting from the conduct of such joint venture or partnership.

Limits Of Insurance

The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay, regardless of the number of:

- **insureds**;
- claims made or **suits** brought; or
- persons or organizations making claims or bringing **suits**.

The aggregate limits apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months (starting with the beginning of the policy period shown in the Declarations), provided the applicable aggregate limits of insurance of **underlying insurance** apply in such manner. If the aggregate limits of insurance of **underlying insurance** do not so apply, the applicable aggregate Limits Of Insurance of this insurance will apply to the entire policy period and not separately to any portion (whether annual or otherwise) thereof.

Limits Of Insurance

(continued)

If the policy period is extended after issuance, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

General Aggregate Limit

Subject to the Each Occurrence Limit, the General Aggregate Limit is the most we will pay for the sum of:

- damages for **bodily injury** or **property damage**, except damages included in the **products-completed operations hazard**; and
- **medical expenses**.

Products-Completed Operations Aggregate Limit

Subject to the Each Occurrence Limit, the Products-Completed Operations Aggregate Limit is the most we will pay for the sum of damages for **bodily injury** and **property damage** included in the **products-completed operations hazard**.

Advertising Injury And Personal Injury Aggregate Limit

The Advertising Injury And Personal Injury Aggregate Limit is the most we will pay for the sum of damages for **advertising injury** and **personal injury**.

Each Occurrence Limit

The Each Occurrence Limit is the most we will pay for the sum of:

- damages for **bodily injury** and **property damage**; and
- **medical expenses**;

arising out of any one **occurrence**.

Any amount paid for damages or **medical expenses** will reduce the amount of the applicable aggregate limit available for any other payment.

If the applicable aggregate limit has been reduced to an amount that is less than the Each Occurrence Limit, the remaining amount of such aggregate limit is the most that will be available for any other payment.

Damage To Premises Rented To You Limit

Subject to the Each Occurrence Limit, the Damage To Premises Rented To You Limit is the most we will pay for the sum of damages for **property damage** to any one premises while rented to you or temporarily occupied by you with permission of the owner.

Medical Expenses Limit

Subject to the Each Occurrence Limit, the Medical Expenses Limit is the most we will pay for the sum of **medical expenses**, under Medical Expenses Coverage, for **bodily injury** sustained by any one person.

Payments That Reduce The Limits Of Insurance

Any payments for **loss** made under:

- this insurance; or
- any **controlled admitted** insurance;

will reduce the amount of the applicable aggregate Limit Of Insurance of this insurance.

International General Liability**Limits Of Insurance****Payments That Reduce
The Limits Of Insurance
(continued)**

Payments we make under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract will not reduce the Limits Of Insurance of this insurance.

Once the applicable Limit Of Insurance is used up under this insurance or any **controlled admitted** insurance, you must promptly reimburse us for any additional payment we or any insurer of **controlled admitted** insurance make. You will make the reimbursement to us unless we authorize otherwise.

**Bodily Injury/
Property Damage
Exclusions**

None of the following exclusions, except "Contracts," "Expected Or Intended Injury" and "Progression Of Known Bodily Injury Or Property Damage," apply to **property damage** to premises while rented to you or temporarily occupied by you with permission of the owner.

**Aircraft, Autos Or
Watercraft**

This insurance does not apply to **bodily injury** or **property damage** arising out of the ownership, maintenance, use (use includes operation and **loading or unloading**) or entrustment to others of any:

- aircraft;
- **auto**; or
- watercraft;

owned or operated by or loaned or rented to any **insured**.

This exclusion does not apply to:

- A. a watercraft while ashore on premises owned by or rented to you;
- B. a watercraft you do not own, provided that it:
 - 1. is less than fifty-five (55) feet long; and
 - 2. does not transport persons or cargo for a charge;
- C. the parking of an **auto** on premises owned by or rented to you, provided the **auto** is not owned by or loaned or rented to you or the **insured**;
- D. the liability for damages assumed in an **insured contract** resulting from the ownership, maintenance or use, by others, of an aircraft or watercraft; or
- E. the operation of the equipment described in subparagraphs F.2. or F.3. of the definition of **mobile equipment**.

**Alcoholic Beverage Type
Business**

This insurance does not apply to **bodily injury** or **property damage** for which any **insured** may be held liable by reason of:

- causing or contributing to the intoxication of any person;
- furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

**Bodily Injury/
Property Damage
Exclusions**

*Alcoholic Beverage Type
Business
(continued)*

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

Contracts

This insurance does not apply to **bodily injury** or **property damage** for which the **insured** is obligated to pay damages by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to the liability for damages:

- that such **insured** would have in the absence of such contract or agreement; or
- assumed in an oral or written contract or agreement that is an **insured contract**, provided the **bodily injury** or **property damage**, to which this insurance applies, occurs after the execution of such contract or agreement.

*Damage To Alienated
Premises*

This insurance does not apply to **property damage** to any premises you sell, give away or abandon, if the **property damage** arises out of any part of those premises.

This exclusion does not apply if the premises are **your work** and were never occupied, rented or held for rental by you.

*Damage To Impaired
Property Or Property Not
Physically Injured*

This insurance does not apply to **property damage** to:

- **impaired property**; or
- property that has not been physically injured;

arising out of any:

- defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or
- delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms and conditions.

This exclusion does not apply to the loss of use of other tangible property resulting from sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

*Damage To Owned
Property*

This insurance does not apply to **property damage** to any property owned by you.

*Damage To Various
Property Of Others (Care,
Control Or Custody)*

This insurance does not apply to **property damage** to any:

- personal property loaned or rented to you;
- property held by you or on your behalf for sale or entrusted to you for safekeeping or storage;
- property on your premises for purposes of performing operations on such property by you or on your behalf;

International General Liability**Bodily Injury/
Property Damage
Exclusions****Damage To Various
Property Of Others (Care,
Control Or Custody)
(continued)**

- tools or equipment used by you or on your behalf in performing operations; or
- property in your care, control or custody that will be erected, installed or used in construction operations by you or on your behalf.

This exclusion does not apply to the liability for damages assumed in a sidetrack agreement.

Damage To Your Product

This insurance does not apply to **property damage to your product** arising out of it or any part of it.

Damage To Your Work

This insurance does not apply to **property damage to your work** arising out of it or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply if the damaged work or the work causing the damage was performed on your behalf by a subcontractor.

Employer's Liability

A. This insurance does not apply to **bodily injury** to an **employee** of the **insured** arising out of and in the course of:

1. employment by the **insured**; or
2. performing duties related to the conduct of the **insured's** business.

B. This insurance does not apply to **bodily injury** to the brother, child, parent, sister or spouse of such **employee** as a consequence of any injury described in paragraph A. above.

This exclusion applies:

- whether the **insured** may be liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of any injury described in paragraphs A. or B. above.

This exclusion does not apply to the liability for damages assumed by the **insured** in an **insured contract**.

**Expected Or Intended
Injury**

This insurance does not apply to **bodily injury** or **property damage** arising out of an act that:

- is intended by the **insured**; or
- would be expected from the standpoint of a reasonable person in the circumstances of the **insured**;

to cause **bodily injury** or **property damage**, even if the actual **bodily injury** or **property damage** is of a different degree or type than intended or expected.

This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or tangible property.

**Bodily Injury/
Property Damage
Exclusions**
(continued)

*Mobile Equipment
Transportation*

This insurance does not apply to **bodily injury** or **property damage** arising out of the transportation of **mobile equipment** by an **auto** owned or operated by or loaned or rented to any **insured**.

*Progressions Of Known
Bodily Injury Or Property
Damage*

This insurance does not apply to **bodily injury** or **property damage** that is a change, continuation or resumption of any injury or damage **deemed known**, before the beginning of the policy period, to have occurred.

**Advertising Injury/
Personal Injury
Exclusions**

Breach Of Contract

This insurance does not apply to **advertising injury** or **personal injury** arising out of breach of contract.

Continuing Offenses

This insurance does not apply to **advertising injury** or **personal injury** that arises out of that part of an offense that continues or resumes after the later of the end of the policy period of:

- A. this insurance; or
- B. a subsequent, continuous renewal or replacement of this insurance, that:
 - 1. is issued to you by us or by an affiliate of ours;
 - 2. remains in force while the offense continues; and
 - 3. would otherwise apply to **advertising injury** and **personal injury**.

Contracts

This insurance does not apply to **advertising injury** or **personal injury** for which the **insured** is obligated to pay damages by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to the liability for damages:

- that such **insured** would have in the absence of such contract or agreement; or
- assumed in a written contract or agreement that is an **insured contract**, provided the **advertising injury** or **personal injury**, to which this insurance applies, is caused by an offense first committed after the execution of such contract or agreement.

Crime Or Fraud

This insurance does not apply to **advertising injury** or **personal injury** arising out of any criminal or fraudulent conduct committed by or with the consent or knowledge of the **insured**.

International General Liability**Advertising Injury/
Personal Injury
Exclusions***(continued)***Expected Or Intended
Injury**

This insurance does not apply to **advertising injury** or **personal injury** arising out of an offense, committed by or on behalf of the **insured**, that:

- is intended by such **insured**; or
- would be expected from the standpoint of a reasonable person in the circumstances of such **insured**;

to cause injury.

**Failure To Conform To
Representations Or
Warranties**

This insurance does not apply to **advertising injury** or **personal injury** arising out of the failure of goods, products or services to conform with any electronic, oral, written or other representation or warranty of durability, fitness, performance, quality or use.

Internet Activities

This insurance does not apply to **advertising injury** or **personal injury** arising out of:

- controlling, creating, designing or developing of another's Internet site;
- controlling, creating, designing, developing, determining or providing the content or material of another's Internet site;
- controlling, facilitating or providing, or failing to control, facilitate or provide, access to the Internet or another's Internet site; or
- publication of content or material on or from the Internet, other than material developed by you or at your direction.

Media Type Businesses

This insurance does not apply to **advertising injury** or **personal injury** arising out of an offense committed by or on behalf of an **insured** whose business is advertising, broadcasting, cablecasting, publishing, telecasting or telemarketing.

This exclusion does not apply to **personal injury** caused by an offense described in subparagraphs A., B. or C. of the definition of **personal injury**.

Prior Offenses

This insurance does not apply to **advertising injury** or **personal injury** arising out of any offense first committed before the beginning of the policy period.

**Publications With
Knowledge Of Falsity**

This insurance does not apply to **advertising injury** or **personal injury** arising out of any electronic, oral, written or other publication of content or material by or with the consent of the **insured**:

- with knowledge of its falsity; or
- if a reasonable person in the circumstances of such **insured** would have known such content or material to be false.

**Advertising Injury/
Personal Injury
Exclusions**
(continued)

**Wrong Description Of
Prices**

This insurance does not apply to **advertising injury** or **personal injury** arising out of any wrong description of the price of goods, products or services.

**Medical Expenses
Exclusions**

Athletic Activities

This insurance does not apply to **medical expenses** arising out of **bodily injury** to any person injured while taking part in athletics.

Injury To Insureds

This insurance does not apply to **medical expenses** arising out of a **bodily injury** to any **insured**, except a volunteer worker.

Nuclear Energy

This insurance does not apply to **medical expenses** arising out of **bodily injury** in any way related to the:

- **nuclear hazardous properties of nuclear material**; and
- operation of a **nuclear facility** by any person or organization.

**Products-Completed
Operations Hazard**

This insurance does not apply to **medical expenses** arising out of **bodily injury** included in the **products-completed operations hazard**.

**Workers' Compensation
Or Similar Laws**

This insurance does not apply to **medical expenses** arising out of **bodily injury** to any person, whether or not an **employee** of any **insured**, if benefits for such **bodily injury** are payable or must be provided under any workers' compensation, disability benefits or unemployment compensation law or any similar **employment severance law**.

Policy Exclusions

Asbestos

- A. This insurance does not apply to **bodily injury, property damage, advertising injury** or **personal injury** arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **asbestos**.
- B. This insurance does not apply to any loss, cost or expense arising out of any:
 1. request, demand, order or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **asbestos**; or
 2. claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **asbestos**.

International General Liability**Policy Exclusions***(continued)***Employment-Related Practices**

- A. This insurance does not apply to any damages sustained at any time by any person, whether or not sustained in the course of employment by any **insured**, arising out of any employment-related act, omission, policy, practice or representation directed at such person, occurring in whole or in part at any time, including any:
1. arrest, detention or imprisonment;
 2. breach of any express or implied covenant;
 3. coercion, criticism, humiliation, prosecution or retaliation;
 4. defamation or disparagement;
 5. demotion, discipline, evaluation or reassignment;
 6. discrimination, harassment or segregation;
 7.
 - a. eviction; or
 - b. invasion or other violation of any right of occupancy;
 8. failure or refusal to advance, compensate, employ or promote;
 9. invasion or other violation of any right of privacy or publicity;
 10. termination of employment; or
 11. other employment-related act, omission, policy, practice, representation or relationship in connection with any **insured** at any time.
- B. This insurance does not apply to any damages sustained at any time by the brother, child, parent, sister or spouse of such person at whom any employment-related act, omission, policy, practice or representation is directed, as described in paragraph A. above, as a consequence thereof.

This exclusion applies:

- whether the **insured** may be liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of any of the foregoing.

Enhancement, Maintenance Or Prevention Expenses

This insurance does not apply to any loss, cost or expense incurred by you or others for any:

- A. enhancement or maintenance of any property; or
- B. prevention of any injury or damage to any:
1. person or organization; or
 2. property you own, rent or occupy.

Policy Exclusions

(continued)

Intellectual Property Laws Or Rights

This insurance does not apply to any actual or alleged **bodily injury, property damage, advertising injury or personal injury** arising out of, giving rise to or in any way related to any actual or alleged:

- assertion; or
- infringement or violation;

by any person or organization (including any **insured**) of any **intellectual property law or right**, regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged injury or damage in the absence of any such actual or alleged assertion, infringement or violation.

This exclusion applies, unless such injury:

- is caused by an offense described in the definition of **advertising injury**; and
- does not arise out of, give rise to or in any way relate to any actual or alleged assertion, infringement or violation of any **intellectual property law or right**, other than one described in the definition of **advertising injury**.

Nuclear Energy

A. This insurance does not apply to **bodily injury, nuclear property damage, advertising injury or personal injury**:

1. with respect to which any **insured** under this policy also has status as an insured under a nuclear energy liability policy issued by:
 - a. Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors;
 - b. any similar insurer or association of insurers in any jurisdiction;
 - c. any sovereign nation, or agency or political subdivision thereof; or
 - d. any multinational government agency or institution;with respect to which an insured under any such policy would have had status as an insured under such policy but for its termination upon exhaustion of its limits of insurance; or
2. arising out of the **nuclear hazardous properties of nuclear material** and with respect to which:
 - a. any person or organization is required to maintain financial protection pursuant to:
 - i. the United States of America Atomic Energy Act of 1954, or any law amendatory thereof;
 - ii. any similar law or directive of any other sovereign nation or agency or political subdivision thereof; or
 - iii. any similar law or directive of any multinational government agency or institution; or

International General Liability**Policy Exclusions****Nuclear Energy**
(continued)

- b. the insured is, or had this policy not been issued would be, entitled to indemnity from:
 - i. the **United States**, or any agency thereof;
 - ii. any other sovereign nation, or agency or political subdivision thereof; or
 - iii. any multinational government agency or institution;
 under any agreement entered into by the **United States**, or any agency thereof, or by such other sovereign nations, agencies, political subdivisions or institutions as apply, with any person or organizations.

- B. This insurance does not apply to **bodily injury, nuclear property damage, advertising injury or personal injury** arising out of the **nuclear hazardous properties of nuclear material**:
 - 1. if the nuclear material:
 - a. is at any **nuclear facility** owned by, or operated by or on behalf of, any **insured**;
 - b. has been discharged or dispersed therefrom; or
 - c. is contained in **nuclear spent fuel** or **nuclear waste** at any time transported, handled, stored, disposed of, processed, treated, possessed or used by or on behalf of any **insured**; or
 - 2. in any way related to the furnishing by any **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**.

Pollution

- A. This insurance does not apply to **bodily injury, property damage, advertising injury or personal injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
 - 1. at or from any premises, site or location which is or was at any time owned or occupied by, or loaned or rented to, any **insured**;
 - 2. at or from any premises, site or location which is or was at any time used by or for any **insured** or others for the handling, storage, disposal, processing or treatment of waste;
 - 3. which are or were at any time transported, handled, stored, disposed of, processed or treated as waste by or for any:
 - a. **insured**; or
 - b. person or organization for whom any **insured** may be legally responsible; or
 - 4. at or from any premises, site or location on which any **insured** or any contractor or subcontractor working directly or indirectly on any **insured**'s behalf is performing operations, if the:
 - a. **pollutants** are brought on or to the premises, site or location in connection with such operations by such **insured**, contractor or subcontractor; or

Policy Exclusions

Pollution (continued)

- b. operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**.

Subparagraph A.4.a. above does not apply to **bodily injury** or **property damage** caused by the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of **mobile equipment** or its parts, if such operating fluids escape directly from that particular part of such **mobile equipment** designed by its manufacturer to hold, store or receive them. But, this exception does not apply if such **bodily injury** or **property damage** arises out of any discharge, dispersal, seepage, migration, release or escape of **pollutants**, that:

- was intended by the **insured**;
- would have been expected from the standpoint of a reasonable person in the circumstances of the **insured**;
- was a necessary part of operations performed by any **insured**, contractor or subcontractor; or
- occurred during the process of fueling the **mobile equipment** or changing or replenishing any operating fluid.

Subparagraph A.4.a. above does not apply to **bodily injury** or **property damage** if sustained within a building and caused by the release of gaseous irritants or contaminants from materials brought into that building, in connection with the operations being performed by you or on your behalf by the contractor or subcontractor.

Subparagraph A.1. above does not apply to **bodily injury** if sustained within a building and caused by the escape of gaseous irritants or contaminants from equipment used to heat that building.

Subparagraphs A.1. and A.4.a. above do not apply to **bodily injury** or **property damage** caused by heat, smoke or fumes from a **hostile fire**.

- B. This insurance does not apply to any loss, cost or expense arising out of any:
1. request, demand, order or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
 2. claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

Paragraph B. above does not apply to the liability for damages, for **property damage**, that the **insured** would have in the absence of such request, demand, order or regulatory or statutory requirement, or such claim or proceeding by or on behalf of a governmental authority.

This exclusion does not apply to the liability for damages, for **property damage**, to premises while rented to you or temporarily occupied by you with permission of the owner and caused by a **hostile fire**, explosion, smoke or leakage from fire protective equipment.

This exclusion applies regardless of whether or not the pollution was accidental, expected, gradual, intended, preventable or sudden.

International General Liability**Policy Exclusions***(continued)***Recall Of Products,
Work Or Impaired
Property**

This insurance does not apply to any damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- **your product;**
- **your work;** or
- **impaired property;**

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**Workers' Compensation
Or Similar Laws**

This insurance does not apply to any obligation of the **insured** under any:

- workers' compensation, disability benefits or unemployment compensation law or any similar law providing benefits or compensation for death, sickness, disease, injury, disability or unemployment;
- law providing social security or employment retirement income security benefits; or
- **employment severance law.**

Conditions**Appeals**

We may, at our discretion, initiate or participate in an appeal of a judgment, if such judgment may result in a payment under this insurance.

If we initiate or participate in an appeal, we will pay our costs of the appeal. But in no case will the amount we pay for **loss** exceed the Limits Of Insurance.

Arbitration

We are entitled to exercise all of the **insured's** rights in the choice of arbitrators and in the conduct of any arbitration proceeding, except when the proceeding is between us and the **insured**.

Bankruptcy

Bankruptcy or insolvency of the **insured** or of the **insured's** estate will not relieve us of our obligations under this insurance.

**Disclosures And
Representations**

We have issued this insurance:

- based upon representations you made to us; and
- in reliance upon your representations.

Conditions

Disclosures And Representations (continued)

Unintentional failure of an **employee** of the **insured** to disclose a hazard or other material information will not violate this condition, unless an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee knows about such hazard or other material information.

Duties In The Event Of Occurrence, Offense, Claim Or Suit

- A. You must see to it that we and any other insurers are notified as soon as practicable of any **occurrence** or offense that may result in a claim, if the claim may involve us or such other insurers. To the extent possible, notice should include:
1. how, when and where the **occurrence** or offense happened;
 2. the names and addresses of any injured persons and witnesses; and
 3. the nature and location of any injury or damage arising out of the **occurrence** or offense.
- B. If a claim is made or **suit** is brought against any **insured**, you must:
1. immediately record the specifics of the claim or **suit** and the date received;
 2. notify us and other insurers as soon as practicable; and
 3. see to it that we receive written notice of the claim or **suit** as soon as practicable.
- C. You and any other involved **insured** must:
1. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;
 2. authorize us to obtain records and other information;
 3. cooperate with us and other insurers in the:
 - a. investigation or settlement of the claim; or
 - b. defense against the **suit**; and
 4. assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the **insured** because of loss to which this insurance may also apply.
- D. No **insureds** will, except at that **insured's** own cost, make any payment, assume any obligation or incur any expense, other than for first aid, without our consent.
- E. Notice given by or on behalf of:
1. the **insured**;
 2. the injured person; or
 3. any other claimant;
- to a licensed agent of ours with particulars sufficient to identify the **insured** shall be deemed notice to us.
- F. Knowledge of an **occurrence** or offense by an agent or **employee** of the **insured** will not constitute knowledge by the **insured**, unless an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee knows about such **occurrence** or offense.
- G. Failure of an agent or **employee** of the **insured**, other than an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee, to notify us of an **occurrence** or offense that such person knows about will not affect the insurance afforded to you.

International General Liability**Conditions*****Duties In The Event Of
Occurrence, Offense,
Claim Or Suit
(continued)***

- H. If a claim or loss does not reasonably appear to involve this insurance, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the **insured** gives us immediate notice as soon as the **insured** is aware that this insurance may apply to such claim or loss.

Legal Action Against Us

No person or organization has a right under this insurance to:

- join us as a party or otherwise bring us into a **suit** seeking damages from an **insured**; or
- sue us on this insurance unless all of the terms and conditions of this insurance have been fully complied with.

A person or organization may sue us to recover on an **agreed settlement** or on a final judgment against an **insured** obtained after an actual:

- trial in a civil proceeding; or
- arbitration or other alternative dispute resolution proceeding;

but we will not be liable for damages that are not payable under the terms and conditions of this insurance or that are in excess of the applicable Limits Of Insurance.

***Maintenance Of Required
Specific Insurance***

If a Required Specific Endorsement is made a part of this policy, it is agreed that we have issued this insurance in reliance upon representations made by you about any **underlying insurance** that is **required specific insurance**.

You must see to it that such insurance (including the limits of insurance and all other terms and conditions thereof) and any replacement or renewal thereof:

- is and remains valid and in full force and effect.
- will not be canceled, non-renewed or rescinded without replacement by coverage to which we agree.
- will not materially change, unless we agree otherwise.
- will be materially the same as the prior coverage, unless we agree otherwise.
- is and remains available, regardless of any **financial impairment** of any insurer or any other person or organization.
- will not be reduced or exhausted, except for the reduction or exhaustion by payment of judgments, settlements or related cost or expenses (if such costs or expenses reduce such limits).

Failure to comply with this condition will not invalidate this insurance. But in the case of any such failure, our obligation or liability will not exceed that which would have applied absent any failure to comply with this condition.

You must notify us as soon as practicable if any **required specific insurance** is no longer valid or in full force and effect.

Conditions

(continued)

Other Insurance

If other valid and collectible insurance is available to the **insured** for **loss**, our obligations are limited as follows.

This insurance is excess over any **other insurance**, whether primary, excess, contingent or on any other basis.

If any other valid and collectible insurance is available to the first named **insured** shown in the Declarations for its liability as a partner or member of a joint venture or partnership, then this insurance applies only to that portion of such liability for **loss** in excess of the applicable limit of insurance of such other valid and collectible insurance to the extent that such portion does not exceed the applicable Limit Of Insurance of this policy.

We will have no duty to defend the **insured** against any **suit** if any provider of any other insurance has a duty to defend such **insured** against such **suit**.

We will pay only our share of the amount of **loss**, if any, that exceeds the sum of the total:

- amount that all **other insurance** would pay for loss in the absence of this insurance; and
- of all deductible and self-insured amounts under all **other insurance**.

Premium Audit

We will compute all premiums for this insurance in accordance with our rules and rates.

In accordance with the Estimated Premiums section of the Premium Summary, premiums shown with an asterisk (*) are estimated premiums and are subject to audit.

In addition to or in lieu of such designation in the Premium Summary, premiums may be designated as estimated premiums elsewhere in this policy. In that case, these premiums will also be subject to audit, and the second paragraph of the Estimated Premiums section of the Premium Summary will apply.

Separation Of Insureds

Except with respect to the Limits Of Insurance, and any rights or duties specifically assigned in this insurance to the first named **insured**, this insurance applies:

- as if each named **insured** were the only named **insured**; and
- separately to each **insured** against whom claim is made or **suit** is brought.

Transfer Or Waiver Of Rights Of Recovery Against Others

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured**'s rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

International General Liability

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Advertisement

Advertisement means an electronic, oral, written or other notice, about goods, products or services, designed for the specific purpose of attracting the general public or a specific market segment to use such goods, products or services.

Advertisement does not include any e-mail address, Internet domain name or other electronic address or metalanguage.

Advertising Injury

Advertising injury means injury, other than **bodily injury**, **property damage** or **personal injury**, sustained by a person or organization and caused by an offense of infringing, in that particular part of your **advertisement** about your goods, products or services, upon their:

- copyrighted **advertisement**; or
- registered collective mark, registered service mark or other registered trademarked name, slogan, symbol or title.

Agreed Settlement

Agreed settlement means a settlement and release of liability signed by us, the **insured** and the claimant or the claimant's legal representative.

Asbestos

Asbestos means asbestos in any form, including its presence or use in any alloy, by-product or other material or waste. Waste includes material to be recycled, reconditioned or reclaimed.

Auto

Auto means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But **auto** does not include **mobile equipment**.

Bodily Injury

Bodily injury means physical:

- injury;
- sickness; or
- disease;

sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease that caused it.

Deemed Known

Deemed known means known by, or that should have been known from the standpoint of a reasonable person in the circumstances of:

- you; or
- any of your directors, managers, members, **officers** (or their designees) or partners (whether or not an **employee**).

Such injury, damage, **occurrence**, offense, claim, **suit** or circumstance will be **deemed known** at the earliest time when any such person described above:

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

*Deemed Known
(continued)*

- A. reports all, or any part, of the injury, damage, **occurrence**, offense, claim, **suit** or circumstance to us or any other insurer;
- B. receives a claim for damages in connection with the injury, damage, **occurrence**, offense or circumstance; or
- C. becomes aware:
1. that the injury or damage has occurred or has begun to occur;
 2. that the offense has been committed or has begun; or
 3. of any actual, alleged or threatened injury, damage, **occurrence**, offense, claim or **suit** in connection with the circumstance.

Employee

Employee includes a **leased worker**. **Employee** does not include a **temporary worker**.

Employment Severance Law

Employment severance law means any law that obliges an employer to pay an established amount of compensation or benefits to a present or former **employee**, partner, director or trustee as a result of the voluntary or involuntary termination of the employment of that present or former **employee**, partner, director or trustee.

Financially Impaired

Financially impaired means declared or placed in:

- bankruptcy;
- conservation;
- liquidation;
- receivership; or
- rehabilitation,

by a court or regulatory authority having jurisdiction.

Financial Impairment

Financial impairment means a declaration of insolvency by a court of competent jurisdiction, including:

- the appointment by any state or federal official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate an organization; or
- an organization becoming a debtor in possession.

Hostile Fire

Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

International General Liability

Definitions

(continued)

Impaired Property

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Impaired property means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:

- it incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
- you have failed to fulfill the terms or conditions of a contract or agreement;

if such property can be restored to use by:

- the repair, replacement, adjustment or removal of **your product** or **your work**; or
- your fulfilling the terms or conditions of the contract or agreement.

Insured

Insured means a person or organization qualifying as an **insured** in the Who Is An Insured section of this contract.

Insured Contract

Insured contract:

A. means:

1. a lease of premises;
2. a sidetrack agreement;
3. an easement or license agreement;
4. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. an elevator maintenance agreement; or
6. any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for such municipality) in which you assume the tort liability of another person or organization to pay damages, to which this insurance applies, sustained by a third person or organization.

B. does not include that part of any contract or agreement:

1. that indemnifies an architect, engineer or surveyor for damages arising out of:
 - a. preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or
 - b. giving directions or instructions, or failing to give them.
2. under which the **insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the **insured's** rendering or failure to render professional services, including those described in subparagraph B.1. above and supervisory, inspection, architectural or engineering services.

Definitions

(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Intellectual Property Law Or Right

Intellectual property law or right means any:

- certification mark, copyright, patent or trademark (including collective or service marks);
- right to, or judicial or statutory law recognizing an interest in, any trade secret or confidential or proprietary non-personal information;
- other right to, or judicial or statutory law recognizing an interest in, any expression, idea, likeness, name, slogan, style of doing business, symbol, title, trade dress or other intellectual property; or
- other judicial or statutory law concerning piracy, unfair competition or other similar practices.

Leased Worker

Leased worker means a person leased to a party by a labor leasing firm, in a contract or agreement between such party and the labor leasing firm, to perform duties related to the conduct of the party's business. **Leased worker** does not include a **temporary worker**.

Loading Or Unloading

Loading or unloading:

- A. means the handling of property:
 - 1. after it is moved from the place where it is accepted for movement into or onto an aircraft, **auto** or watercraft;
 - 2. while it is in or on an aircraft, **auto** or watercraft; or
 - 3. while it is being moved from an aircraft, **auto** or watercraft to the place where it is finally delivered.
- B. does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, **auto** or watercraft.

Loss

Loss:

- A. means:
 - 1. damages that an **insured** becomes legally obligated to pay because of **bodily injury, property damage, advertising injury or personal injury** to which this insurance applies; and
 - 2. **medical expenses**.
- B. does not include sums properly deducted for recoveries or salvage.

Medical Expenses

Medical expenses means reasonable expenses for necessary:

- first aid administered at the time of an accident;
 - medical, surgical, x-ray and dental services, including prosthetic devices; and
 - ambulance, hospital, professional nursing and funeral services.
-

International General Liability**Definitions***(continued)***Mobile Equipment**

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Mobile equipment means any of the following types of land vehicles, including any attached machinery or equipment:

- A. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- B. vehicles maintained for use solely on premises owned by or rented to you;
- C. vehicles that travel on crawler treads;
- D. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - 1. power cranes, shovels, loaders, diggers or drills; or
 - 2. road construction or resurfacing equipment such as graders, scrapers or rollers;
- E. vehicles not described in subparagraphs A., B., C. or D. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - 1. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - 2. cherry pickers and similar devices used to raise or lower workers; and
- F. vehicles not described in subparagraphs A., B., C. or D. above maintained primarily for purposes other than the transportation of persons or cargo.

Mobile equipment does not include self-propelled vehicles with the following types of permanently attached equipment, and such vehicles will be considered **autos**:

- 1. equipment designed primarily for:
 - a. snow removal;
 - b. road maintenance, but not construction or resurfacing; or
 - c. street cleaning;
- 2. cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- 3. air compressors, pumps and generators, including spraying, welding, building, cleaning, geophysical exploration, lighting and well servicing equipment.

Nuclear Facility

Nuclear facility means any:

- A. **nuclear reactor**;
- B. equipment or device designed or used for:
 - 1. separating the isotopes of plutonium or uranium;
 - 2. processing or utilizing **nuclear spent fuel**; or
 - 3. handling, processing or packaging **nuclear waste**;

Definitions

(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Nuclear Facility

- C. equipment or device used for the processing, fabricating or alloying of **nuclear material**, if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than:
1. twenty-five (25) grams of plutonium or uranium 233, or any combination thereof; or
 2. two-hundred-fifty (250) grams of uranium 235; or
- D. structure, basin, excavation, premises or place prepared or used for the storage or disposal of **nuclear waste**;
- and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

Nuclear Hazardous Properties

Nuclear hazardous properties includes radioactive, toxic or explosive properties.

Nuclear Material

Nuclear material means **by-product material**, **source material** or **special nuclear material**. **By-product material**, **source material** and **special nuclear material** have the meanings given them in the United States of America Atomic Energy Act of 1954 or in any law amendatory thereof.

Nuclear Property Damage

Nuclear property damage includes all forms of radioactive contamination of property.

Nuclear Reactor

Nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

Nuclear Spent Fuel

Nuclear spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.

Nuclear Waste

- Nuclear waste** means any waste material:
- containing **nuclear material**, other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content; and
 - resulting from the operation by any person or organization of any **nuclear facility** described in subparagraphs A. or B. of the definition of **nuclear facility**.

Occurrence

Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

International General Liability**Definitions***(continued)*

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Officer

Officer means a person holding any of the officer positions created by an organization's charter, constitution, by-laws or any other similar governing document.

Other Insurance

Other insurance means any insurance, including any type of self-insurance or other mechanism, providing coverage that this policy also provides.

Other insurance does not include **underlying insurance** or insurance negotiated specifically to apply in excess of this insurance.

Personal Injury

Personal injury means injury, other than **bodily injury**, **property damage** or **advertising injury**, caused by an offense of:

- A. false arrest, false detention or other false imprisonment;
- B. malicious prosecution;
- C. wrongful entry into, wrongful eviction of a person from or other violation of a person's right of private occupancy of a dwelling, premises or room that such person occupies, if committed by or on behalf of its landlord, lessor or owner;
- D. electronic, oral, written or other publication of material that:
 1. libels or slanders a person or organization (which does not include disparagement of goods, products, property or services); or
 2. violates a person's right of privacy; or
- E. discrimination, harassment or segregation based on a person's age, color, national origin, race, religion or sex.

Pollutants

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Products-Completed Operations Hazard**Products-completed operations hazard:**

- A. includes all **bodily injury** and **property damage** taking place away from premises owned or occupied by or loaned or rented to you and arising out of **your product** or **your work**, except:

1. products that are still in your physical possession; or
2. work that has not yet been completed or abandoned.

Your work will be deemed completed when:

- all of the work called for in your contract or agreement has been completed.
- all of the work to be performed at the site has been completed, if your contract or agreement calls for work at more than one site.

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

*Products-Completed
Operations Hazard
(continued)*

- that part of the work completed at a site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- B. does not include **bodily injury** or **property damage** arising out of:
1. the transportation of property, unless the injury or damage results from a condition in or on a vehicle not owned or operated by or loaned or rented to you and that condition was created by the **loading or unloading** of that vehicle by any **insured**;
 2. the existence of tools, uninstalled equipment or abandoned or unused materials; or
 3. products or operations for which the classification in our rules indicates that such products or operations are not subject to the Products-Completed Operations Aggregate Limit of insurance.

Property Damage

Property damage means:

- physical injury to tangible property, including resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it.

Tangible property does not include any software, data or other information that is in electronic form.

*Required Specific
Insurance*

Required specific insurance means **underlying insurance** that is described in any Required Specific Insurance Endorsement.

Suit

Suit means a civil proceeding in which damages, to which this insurance applies, are sought. **Suit** includes an arbitration or other dispute resolution proceeding in which such damages are sought and to which the **insured** must submit or does submit with our consent.

Temporary Worker

Temporary worker means a person who is furnished to a party to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.

Underlying Insurance

Underlying insurance means:

- **controlled admitted** insurance;
 - **compulsory admitted** insurance;
 - **independently contracted admitted** insurance; or
 - insurance that is **other non-admitted**.
-

International General Liability**Definitions***(continued)*

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Your Product**Your product:**

- A. means any:
1. goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - a. you;
 - b. others trading under your name; or
 - c. a person or organization whose assets or business you have acquired; and
 2. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- B. includes:
1. representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of **your product**; and
 2. the providing of or failure to provide instructions or warnings.
- C. does not include vending machines or other property loaned or rented to or located for the use of others but not sold.

Your Work**Your work:**

- A. means any:
1. work or operations performed by:
 - a. you or on your behalf; or
 - b. a person or organization whose assets or business you have acquired; and
 2. materials, parts or equipment furnished in connection with such work or operations.
- B. includes:
1. representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of **your work**; and
 2. the providing of or failure to provide instructions or warnings.

CHUBB®

International Liability Insurance

International Employee Benefits Errors Or Omissions

Table Of Contents

Section	Page No.
<i>Who Is An Insured</i>	3
<i>Coverage</i>	4
<i>Limits Of Insurance</i>	5
<i>Investigation, Defense And Payment Of Damages</i>	6
<i>Supplementary Payments</i>	6
<i>Coverage Territory</i>	7
<i>Exclusions</i>	7
<i>Extended Reporting Periods</i>	8
<i>Conditions</i>	10
<i>Definitions</i>	13

LIABILITY

CONTRACT

INTERNATIONAL
EMPLOYEES
BENEFITS

THIS PAGE INTENTIONALLY LEFT BLANK

International Employee Benefits Errors Or Omissions

Please read the entire policy carefully. The terms and conditions of this insurance include the various sections of this contract: Who Is An Insured; Coverage; Limits Of Insurance; Investigation, Defense And Payment Of Damages; Supplementary Payments; Coverage Territory; Exclusions; Extended Reporting Periods; Conditions; and Definitions, as well as the Declarations, International Common Policy Conditions and any Endorsements and Schedules made a part of this insurance.

Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section of this contract or in the International Common Policy Conditions section.

Throughout this policy the words "you" and "your" refer to the named **insured** shown in the Declarations of this policy, and any other person or organization qualifying as a named **insured** under this contract. The words "we," "us" and "our" refer to the company providing this insurance.

In addition to the named **insured**, other persons or organizations qualify as **insureds**. Those persons or organizations and the conditions under which they qualify are identified in the Who Is An Insured section of this contract.

THIS INSURANCE PROVIDES CLAIMS MADE COVERAGE. EXCEPT AS OTHERWISE PROVIDED, SUCH COVERAGE APPLIES ONLY TO **CLAIMS** FIRST MADE AGAINST THE **INSURED** DURING THE POLICY PERIOD.

Who Is An Insured

Sole Proprietorship

If you are an individual, you and your spouse are **insureds**, but only with respect to the conduct of a business of which you are the sole owner.

Partnership Or Joint Venture

If you are a partnership (including a limited liability partnership) or a joint venture, you are an **insured**. Your members, your partners, and their spouses are also **insureds**, but only with respect to the conduct of your business.

Limited Liability Company

If you are a limited liability company, you are an **insured**. Your members and their spouses are **insureds**, but they are **insureds** only with respect to the conduct of your business. Your managers are **insureds**; but they are **insureds** only with respect to their duties as your managers.

Other Organizations

If you are an organization (including a professional corporation) other than a partnership, joint venture or limited liability company, you are an **insured**. Your executive officers and directors are **insureds**; but they are **insureds** only with respect to their duties as your officers or directors. Your stockholders and their spouses are also **insureds** but only with respect to their liability as stockholders.

Any Other Authorized Person

Any other natural person for whose acts you are legally liable is an **insured**, provided such natural person is authorized to act in the **administration** of your **employee benefit programs**.

Who Is An Insured

(continued)

Subsidiaries Or Newly Acquired Or Formed Organizations

If there is no other similar insurance available, the following will qualify to be a named **insured**:

- any financially controlled subsidiary of yours; or
- any organization you newly acquired or formed during the policy period, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest. Unless we agree to issue an endorsement to extend coverage for an additional period (up to the end of the policy period) in connection with the acquisition or formation, this coverage is effective on the acquisition or formation date and is afforded only until one hundred twenty (120) days after such acquisition or formation is executed or the end of the policy period, whichever comes first.

No subsidiary or newly acquired or formed organization is an **insured** with respect to any **claim** arising from the **administration of employee benefit programs** that occurred before you acquired or formed the organization.

Limitation On Who Is An Insured

No one is an **insured** for the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a named **insured** in the Declarations.

Coverage

Subject to all of the terms and conditions of this insurance, we will pay damages the **insured** becomes legally obligated to pay for any **claim** arising out of a negligent act, error or omission to which this insurance applies, by or on behalf of the **insured** in the **administration of employee benefit programs**.

The **claim** must be made by:

- your employee;
- your former employee;
- the beneficiaries or legal representatives of your employee or former employee; or
- your prospective employee.

This insurance applies to a negligent act, error or omission only if a **claim** is first made against any **insured** during the policy period.

This insurance does not apply to any negligent act, error or omission which:

- occurred prior to the Retroactive Date stated in the Declarations of this insurance;
- occurred on or between the Retroactive Date stated in the Declarations of this insurance and the last day of the policy period stated in the Declarations of this insurance if, on the effective date of this insurance, the **insured** had knowledge of or should have known of any circumstances which might have resulted in a **claim**; or
- occurs after the policy period stated in the Declarations of this insurance.

For purposes of this insurance:

- a **claim** by a person or organization will be deemed to have been made when notice of such **claim** is received and recorded by any **insured**, our licensed agent, or by us, whichever comes first; and

International Employee Benefits Errors Or Omissions

Coverage (continued)

- all **claims** by the same person or organization as a result of a negligent act, error or omission will be deemed to have been made at the time the first of those **claims** is made against any **insured**.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this contract.

Our obligations hereunder end when we have used up the applicable Limits Of Insurance.

Other than as provided under the Investigation, Defense And Payment Of Damages and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this provision.

Limits Of Insurance

The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- **insureds**;
- **claims** made or **suits** brought; or
- persons or organizations making **claims** or bringing **suits**.

The Limits Of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

We may pay part or all of the deductible to settle any **claim** or **suit**; and when notified, the **insured** agrees to promptly reimburse us for the deductible paid.

All **claims** arising from a single negligent act, error or omission or a series of related negligent acts, errors or omissions shall be deemed to be a single **claim**.

Aggregate Limit

Subject to the Each Claim Limit, the Aggregate Limit is the most we will pay for the sum of:

- damages for all **claims**; and
- payments made for defense and Supplementary Payments.

Each Claim Limit

The Each Claim Limit is the most we will pay for all damages for each **claim**, including payments made for defense and Supplementary Payments, in excess of the deductible stated in the Declarations.

Any amount paid for damages, defense and Supplementary Payments for each **claim** will reduce the amount of the Aggregate Limit available for payment of damages, defense and Supplementary Payments for any other **claim**.

If the Aggregate Limit has been reduced by payment of damages, defense and Supplementary Payments for **claims** to an amount that is less than the Each Claim Limit, the remaining Aggregate Limit is the most that will be available for payment of damages, defense and Supplementary Payments for any other **claim**.

**Investigation, Defense
And Payment Of
Damages**

Subject to all of the terms and conditions of this insurance, we will have the right and duty to defend any **insured** against a **suit** (other than a **suit** brought in a **non-admitted jurisdiction**), to which this insurance applies, seeking damages for any **claim** arising out of a negligent act, error, or omission. However, we will have no duty to defend any **insured** against a **suit**:

- seeking damages to which this insurance does not apply.
- brought in a **non-admitted jurisdiction**.

We will have the right, but not the duty, to defend the **insured** against a **suit** brought in a **non-admitted jurisdiction**.

If we are prevented by law, or otherwise, from investigating, defending or settling a **claim** or **suit**, we may advance or reimburse funds to the **insured** in accordance with the Advances Or Reimbursements section of the International Common Policy Conditions.

We may at our discretion investigate any negligent act, error, or omission and settle any **claim** or **suit** that may result.

The amount we will pay for damages is limited as described in Limits Of Insurance. Our right and duty to defend end when we have used up the applicable Limit Of Insurance in the payment of defense, judgments or settlements and payments under Supplementary Payments.

The amount we pay to defend any **suit** is part of and will reduce the Each Claim Limit under Limits Of Insurance.

We have no further obligation or liability to pay sums or perform acts or services unless explicitly provided for under Supplementary Payments shown below.

**Supplementary
Payments**

Subject to all of the terms and conditions of this insurance, we will pay with respect to any **claim** we investigate or settle, or any **suit** against an **insured** we defend:

- A. all expenses we incur;
- B. the premium amount of bonds to release attachments, but only for premium amounts within the amount of insurance available. We do not have to furnish these bonds;
- C. reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of the **claim** or **suit**, including actual loss of earnings up to \$300 a day because of time off from work;
- D. costs taxed against the **insured** in the **suit**;
- E. prejudgment interest awarded against the **insured** on that part of the judgment we pay. If we make an offer to pay the applicable Limit Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer; and
- F. all interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit Of Insurance.

Each payment we make under Supplementary Payments will reduce the Each Claim Limit under Limits Of Insurance with the following exceptions:

- A. salaries and expenses of our employees or the **insured**'s employees, other than:
 - 1. that portion of our employed attorneys' fees, salaries and expenses allocated to a specific **claim** or **suit**;
 - 2. the expenses described in C. above; and
- B. fees and expenses of independent adjusters we hire.

International Employee Benefits Errors Or Omissions**Coverage Territory**

This insurance applies anywhere. However, the **insured's** responsibility to pay damages must be determined in a **suit** on the merits outside of the **United States** or Canada, or in a settlement we agree to.

Exclusions***Bodily Injury, Property Damage, Advertising Injury Or Personal Injury***

This insurance does not apply to **bodily injury, property damage, advertising injury or personal injury**.

Benefits Due

This insurance does not apply to payments which are required pursuant to any **employee benefits program**.

Contractual Liability

This insurance does not apply to liability of others for which the **insured** is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages that the **insured** would have in the absence of such contract or agreement.

Discrimination Or Humiliation

This insurance does not apply to actual or alleged humiliation or unlawful discrimination.

Dishonest Acts

This insurance does not apply to any dishonest, fraudulent, criminal or malicious act, error or omission by or on behalf of any **insured**, whether acting alone or in collusion with others.

Expected Or Intended Damage

This insurance does not apply to any **claim** which results from an act that:

- is intended by the **insured**; or
- can be expected from the standpoint of a reasonable person;

to cause damage, even if the damage is of a different degree or type than actually intended or expected.

Fines, Penalties, Punitive Or Exemplary Damages

This insurance does not apply to any assessment, penalty, fine, or punitive or exemplary damages.

Performance Failure

This insurance does not apply to:

- the failure of performance of any contract by an insurer;
- the failure of any investment plan to perform as represented by an **insured**;
- the inability of **employee benefit programs** to meet their obligation due to insolvency or inadequate funds; or
- the investment, divestment or non-investment of funds.

Exclusions

(continued)

Statutory Obligation To Employees Or Plans

This insurance does not apply to the **insured's** failure to comply with the provisions of any:

- accident, automobile, dental, disability, healthcare, homeowners, life, unemployment or workers' compensation;
- deferred compensation, financial planning, investment subscription, pension, profit sharing, retirement, **employment severance law** or stock ownership; or
- expense reimbursement, savings, training, travel or vacation;

account, insurance, payment, plan or program, or any similar benefit.

This exclusion does not apply to the **administration** of **employee benefit programs**.

Termination Of Any Employee Benefit Programs

This insurance does not apply to the termination of any **employee benefit programs**.

Wrong Advice

This insurance does not apply to advice given by an **insured** to an employee to participate or not to participate in any investment subscription plan.

Extended Reporting Periods

Basic Extended Reporting Period

A Basic Extended Reporting Period is automatically provided. Under this provision:

- **claims** first made within 60 days after the end of the policy period; or
- **claims** first made within five years after the end of the policy period for negligent acts, errors or omissions reported to us within 60 days after the end of the policy period;

will be deemed to have been made during the policy period of this policy.

The Basic Extended Reporting Period does not apply to **claims** that are covered under any subsequent insurance you purchase, or that would be covered, but for exhaustion of the amount of insurance applicable to such **claims**.

Notification of **claims** must be in accordance with paragraphs A. and B. of the Duties In The Event Of Negligent Act, Error, Or Omission, Claim Or Suit provision of the Conditions.

Supplemental Extended Reporting Period

A Supplemental Extended Reporting Period is available only by an endorsement and for an additional premium:

- A. If purchased, this period starts at the end of the Basic Extended Reporting Period and will be for 10 years. **Claims** first made during this Supplemental Extended Reporting Period will be deemed to have been made during the policy period of this policy, but will be subject to the separate aggregate limit of insurance set forth in paragraph C., below. Only one Supplemental Extended Reporting Period will be available, and it will be shared by all qualifying interests under this policy. No separate Supplemental Extended Reporting Period will be provided to any specific person or organization.

International Employee Benefits Errors Or Omissions**Extended Reporting Periods****Supplemental Extended Reporting Period
(continued)**

- B. You must give us a written request to purchase a Supplemental Extended Reporting Period within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.
- C. If you comply with paragraph B., above, we will issue the Supplemental Extended Reporting Period Endorsement, and will provide the separate aggregate limit of insurance described below, but only for **claims** to which the Supplemental Extended Reporting Period applies. The separate aggregate Limit Of Insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period for the Aggregate Limit.
- The Aggregate Limit as shown in the Limits Of Insurance section will be amended accordingly. The Each Claim Limit shown in the Declarations will continue to apply, as set forth in the Limits of Insurance section.
- D. We will determine the additional premium for the Supplemental Extended Reporting Period Endorsement in accordance with our rules and rates.
- E. The Supplemental Extended Reporting Period Endorsement will set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

When Extended Reporting Periods Apply

We will automatically provide a Basic Extended Reporting Period and, if you purchase it, a Supplemental Extended Reporting Period if:

- A. this insurance is canceled or not renewed; or
- B. we renew or replace this insurance with other insurance that:
1. has a Retroactive Date later than the Retroactive Date shown in the Declarations for this insurance; or
 2. does not apply on a **claims**-made basis.

How Extended Reporting Periods Apply

Extended Reporting Periods:

- A. apply only to **claims** for negligent acts, errors or omissions that occur before the end of the policy period and not before the Retroactive Date, if any, shown in the Declarations.
- B. do not:
1. extend the policy period or change the scope of coverage provided; or
 2. reinstate or increase the Limits Of Insurance applicable to any **claim** to which this insurance applies, except as described in the Supplemental Extended Reporting Period section above.
- C. may not be canceled once in effect.

Conditions

Arbitration

We are entitled to exercise all of the **insured's** rights in the choice of arbitrators and the conduct of any arbitration proceeding, except when the proceeding is between us and the **insured**.

Bankruptcy

Bankruptcy or insolvency of the **insured** or the **insured's** estate will not relieve us of any obligation to which this insurance applies.

Duties In The Event Of Negligent Act, Error, Or Omission, Claim Or Suit

- A. You must see to it that we are notified as soon as practicable of any negligent act, error, or omission which may result in a **claim**. To the extent possible, notice should include:
1. how, when and where the negligent act, error, or omission took place; and
 2. the names and addresses of any involved persons and witnesses.
- Notice of any negligent act, error, or omission is not notice of a **claim**.
- B. If a **claim** is made or **suit** is brought against any **insured**, you must:
1. immediately record the specifics of the **claim** or **suit** and the date received; and
 2. notify us in writing as soon as practicable.
- C. You and any other involved **insured** must:
1. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **claim** or **suit**;
 2. authorize us to obtain records and other information;
 3. cooperate with us in the:
 - a. investigation or settlement of the **claim**; or
 - b. defense of the **suit**; and
 4. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the **insured** because of a negligent act, error, or omission to which this insurance may also apply.
- D. No **insureds** will, except at that **insured's** own cost, make a payment, assume any obligation, or incur any expense, without our consent.
- E. Notice given by or on behalf of:
1. the **insured**; or
 2. any other claimant;
- to any licensed agent of ours with particulars sufficient to identify the **insured** shall be deemed notice to us.
- F. Knowledge of any negligent act, error, or omission by any agent or employee of the **insured** will not constitute knowledge by the **insured**, unless an officer or his designee receives such notice from its agent or employee.
- G. Failure of an agent or employee of the **insured**, other than an officer, or his designee, to notify us of any negligent act, error, or omission which he knows about will not affect the insurance afforded you by this contract.
-

International Employee Benefits Errors Or Omissions

Conditions (continued)

Legal Action Against Us

No person or organization has a right under this insurance:

- to join us as a party or otherwise bring us into a **suit** asking for damages from an **insured**; or
- to sue us on this insurance unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an **agreed settlement** or on a final judgment against an **insured** obtained after:

- an actual trial in a civil proceeding;
- an arbitration proceeding; or
- an alternative resolution proceeding,

but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable Limits Of Insurance.

Other Insurance

If other valid and collectible insurance is available to the **insured** for a loss we cover under this insurance, our obligations are limited as follows:

Excess Insurance

This insurance is excess over and above any other valid and collectible insurance (including any deductible or self-insured portion) or agreement of indemnity, available to you.

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to the **administration of employee benefits programs** on other than a **claims** made basis, if:

- no Retroactive Date is shown in the Declarations of this insurance; or
- the other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance.

We will have no duty under this insurance to defend any **insured** against a **suit** that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the **insured's** rights against all those other insurers.

We will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- the total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- the total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not purchased specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this insurance.

Premium Audit

We will compute all premiums for this insurance in accordance with our rules and rates. We may audit your books and records as they relate to this insurance at any time during the term of this policy and up to three years afterwards.

Conditions

(continued)

Separation Of Insureds

Except with respect to the Limits Of Insurance and any rights or duties specifically assigned in this insurance to the first named **insured**, this insurance applies:

- as if each named **insured** were the only named **insured**; and
- separately to each **insured** against whom **claim** is made or **suit** is brought.

Transfer Of Rights Of Recovery

If the **insured** has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

International Employee Benefits Errors Or Omissions

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT:

Administration

Administration means:

- informing employees of the content of;
 - giving advice, other than legal advice, about;
 - handling of records in connection with; or
 - effecting enrollment, termination or cancellation of employees under;
- employee benefit programs**, provided such acts are authorized by you.

Advertising

Advertising means any advertisement, publicity article, broadcast or telecast.

Advertising Injury

Advertising injury means injury, other than **bodily injury** or **personal injury**, arising solely out of one or more of the following offenses committed in the course of **advertising** of your goods, products or services:

- oral or written publication of advertising material that slanders or libels a person or organization;
- oral or written publication of advertising material that violates a person's right of privacy; or
- infringement of copyrighted advertising materials or infringement of trademarked or service marked titles or slogans.

Agreed Settlement

Agreed settlement means a settlement and release of liability signed by us, the **insured** and the claimant or the claimant's legal representative.

Bodily Injury

Bodily injury means physical injury, sickness, disease, mental anguish, mental injury, shock, or humiliation sustained by a person; it also includes death at any time resulting therefrom.

Claim

Claim means a demand for damages.

Employee Benefit Programs

Employee benefit programs means group life insurance, group health insurance, group dental insurance, group automobile insurance, group homeowners insurance, educational tuition reimbursement plans, individual retirement account (IRA) plans, any plans similar to the Section 401(K) under the Internal Revenue Code, and amendments thereto, profit sharing plans, pension plans, employee investment subscription plans, workers compensation, unemployment insurance, social security, disability benefits insurance or travel, savings or vacation plans.

Definitions

(continued)

Employment Severance Law

Employment severance law means any law that obliges an employer to pay an established amount of compensation or benefits to a present or former employee, partner, director or trustee as a result of the voluntary or involuntary termination of the employment of that present or former employee, partner, director or trustee.

Insured

Insured means any person or organization qualifying as an **insured** under the Who Is An Insured provision and against whom **claim** is made or **suit** is brought.

Personal Injury

Personal injury means injury, other than **bodily injury**, arising out of one or more of the following offenses committed in the course of your business, other than your **advertising**:

- A. false arrest, detention or imprisonment;
- B. malicious prosecution;
- C. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or persons occupy, by or on behalf of its owner, landlord or lessor;
- D. oral or written publication of material that slanders or libels a person or organization; or
- E. oral or written publication of material that violates a person's right of privacy.

Property Damage

Property damage means:

- physical injury to or destruction of tangible property including the resulting loss of use of that property; or
- loss of use of tangible property that is not physically injured.

Suit

Suit means a civil proceeding in which damages to which this insurance applies are alleged. **Suit** also includes:

- an arbitration proceeding in which such damages are claimed and to which the **insured** must submit or does submit with our consent; or
- any other alternative dispute resolution proceeding in which such damages are claimed and to which the **insured** submits with our consent.

International Liability Insurance**Endorsement**

<i>Policy Period</i>	DECEMBER 04, 2020 to DECEMBER 04, 2021
<i>Effective Date</i>	DECEMBER 04, 2020
<i>Policy Number</i>	9950-35-95 PHL
<i>Insured</i>	ALUMINUM SHAPES LLC
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	DECEMBER 14, 2020

This Endorsement applies to the following forms:

INTERNATIONAL GENERAL LIABILITY INSURANCE

The following provision is added to this policy.

**Non-Accumulation
Of Limits
Of Insurance**

If this insurance contract is one of several insurance contracts (other than **underlying insurance** or insurance negotiated specifically to apply in excess of this insurance) issued by us or other member companies of the Chubb Group of Insurance Companies to you, or your subsidiary organizations, then any claim that could be covered under two or more contracts will be subject to the limits of insurance under the contract with the highest applicable limit of insurance or, if the limits are the same, under the limits of insurance of one contract.

All other terms and conditions remain unchanged.

Authorized Representative



Liability Insurance**Endorsement**

<i>Policy Period</i>	DECEMBER 04, 2020 to DECEMBER 04, 2021
<i>Effective Date</i>	DECEMBER 04, 2020
<i>Policy Number</i>	9950-35-95 PHL
<i>Insured</i>	ALUMINUM SHAPES LLC
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	DECEMBER 14, 2020

This Endorsement applies to the following forms:

INTERNATIONAL GENERAL LIABILITY INSURANCE

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverages under this contract.

**Exclusion
Endorsement****Intellectual Property Laws
Or Rights**

With respect to all coverages under this contract:

- A. this insurance does not apply to any damages, loss, cost or expense arising out of, giving rise to or in any way related to any actual, alleged or threatened:
 - 1. assertion; or
 - 2. infringement or violation;by any person or organization (including any **insured**) of any **intellectual property law or right**.
 - B. further, this insurance does not apply to the entirety of all allegations in any claim or **suit**, if such claim or **suit** includes an allegation of or a reference to an infringement or violation of any **intellectual property law or right**, even if this insurance would otherwise apply to any part of the allegations in the claim or **suit**.
 - C. this exclusion applies unless the only infringement or violation of an **intellectual property law or right** is an offense described in the definition of **advertising injury** to which this insurance applies.
-

The following definition is added to this policy and replaces any similar definition contained therein.

Definitions

***Intellectual Property Law
Or Right***

Intellectual property law or right means any:

- certification mark, copyright, patent or trademark (including collective or service marks);
- right to, or judicial or statutory law recognizing an interest in, any trade secret or confidential or proprietary non-personal information;
- other right to, or judicial or statutory law recognizing an interest in, any expression, idea, likeness, name, slogan, style of doing business, symbol, title, trade dress or other intellectual property; or
- other judicial or statutory law concerning piracy, passing off or similar practices.

All other terms and conditions remain unchanged.



Authorized Representative

International Liability Insurance***Endorsement***

<i>Policy Period</i>	DECEMBER 04, 2020 to DECEMBER 04, 2021
<i>Effective Date</i>	DECEMBER 04, 2020
<i>Policy Number</i>	9950-35-95 PHL
<i>Insured</i>	ALUMINUM SHAPES LLC
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	DECEMBER 14, 2020

This Endorsement applies to the following forms:

INTERNATIONAL GENERAL LIABILITY INSURANCE

Under Policy Exclusions, the exclusion titled Pollution is deleted and replaced by the following. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverages under this contract.

Policy Exclusions***Pollution***

With respect to all coverages under this contract:

- A. this insurance does not apply to any damages, loss, cost or expense arising out of any actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
1. at or from any premises, site or location which is or was at any time owned or occupied by, or loaned or rented to, any **insured**;
 2. at or from any premises, site or location which is or was at any time used by or for any **insured** or others for the handling, storage, disposal, processing or treatment of **waste**;
 3. which are or were at any time transported, handled, stored, disposed of, processed or treated as **waste** by or for any:
 - a. **insured**; or
 - b. person or organization for whom any **insured** may be legally responsible; or

Policy Exclusions

Pollution *(continued)*

4. at or from any premises, site or location on which any **insured** or any contractor or subcontractor working directly or indirectly on any **insured's** behalf is performing operations, if the:
 - a. **pollutants** are brought on or to the premises, site or location in connection with such operations by such **insured**, contractor or subcontractor; or
 - b. operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**.
- B. subparagraph A.4.a. above does not apply to **bodily injury** or **property damage** caused by the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of **mobile equipment** or its parts, if such operating fluids escape directly from that particular part of such **mobile equipment** designed by its manufacturer to hold, store or receive them. But, this exception does not apply if such **bodily injury** or **property damage** arises out of any discharge, dispersal, seepage, migration, release or escape of **pollutants**, that:
 1. was intended by the **insured**;
 2. would have been expected from the standpoint of a reasonable person in the circumstances of the **insured**;
 3. was a necessary part of operations performed by any **insured**, contractor or subcontractor; or
 4. occurred during the process of fueling the **mobile equipment** or changing or replenishing any operating fluid.
- C. subparagraph A.4.a. above does not apply to **bodily injury** or **property damage** if sustained within a building and caused by the release of gaseous irritants or contaminants from materials brought into that building, in connection with the operations being performed by you or on your behalf by the contractor or subcontractor.
- D. subparagraph A.1. above does not apply to:
 1. **bodily injury** if sustained within a building and caused by the escape of gaseous irritants or contaminants from equipment used to heat, cool or dehumidify such building or heat water for personal use by the building's occupants or guests.
 2. **bodily injury** or **property damage** for which you may be held liable, if
 - a. you are a contractor;

International Liability Insurance**Endorsement**

Policy Period DECEMBER 04, 2020 to DECEMBER 04, 2021

Effective Date DECEMBER 04, 2020

Policy Exclusions

Pollution
(continued)

- b. the owner or lessee of such premises, site or location qualifies as an **insured** under the Who Is An Insured section of this policy with respect to your ongoing operations performed for such **insured** at the premises, site or location; and
 - c. such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any **insured** other than such owner or lessee.
 - E. subparagraphs A.1. and A.4.a. above do not apply to **bodily injury** or **property damage** caused by heat, smoke or fumes from a **hostile fire**.
 - F. this insurance does not apply to any damages, loss, cost or expense arising out of any actual, alleged or threatened:
 - 1. demand, order, request or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
 - 2. claim or proceeding by or on behalf of a governmental authority or others for any damages, loss, cost or expense because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.
 - G. paragraph F. above does not apply to the liability for damages, for **property damage**, that the **insured** would have in the absence of such demand, order, request or regulatory or statutory requirement, or such claim or proceeding by or on behalf of a governmental authority.
 - H. this exclusion does not apply to the liability for damages, for **property damage**, to a premises while rented to you or temporarily occupied by you with the permission of the owner and caused by a **hostile fire**, explosion, smoke or leakage from fire protective equipment.
 - I. this exclusion applies regardless of whether or not the pollution was accidental, expected, gradual, intended, preventable or sudden.
-

As used in this endorsement, the following words or phrases have the special meanings described below.

Definitions

Waste

Waste includes materials to be recycled, reconditioned or reclaimed.

All other terms and conditions remain unchanged.

Authorized Representative



International Liability Insurance***Endorsement***

Policy Period DECEMBER 04, 2020 to DECEMBER 04, 2021

Effective Date DECEMBER 04, 2020

Policy Number 9950-35-95 PHL

Insured ALUMINUM SHAPES LLC

Name of Company GREAT NORTHERN INSURANCE COMPANY

Date Issued DECEMBER 14, 2020

This Endorsement applies to the following forms:

INTERNATIONAL GENERAL LIABILITY INSURANCE

Under Exclusions, the following exclusion is added. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverages under this contract.

***Exclusion
Endorsement******Loss Of Use Of
Electronic Data***

With respect to all coverages under this contract, this insurance does not apply to any damages, loss, cost or expense arising out of any:

- corruption of;
- inability to access;
- inability to manipulate;
- loss of; or
- other injury or damage to or loss of use of;

any software, data or other information that is in electronic form.

**Exclusion
Endorsement**

*Loss Of Use Of
Electronic Data
(continued)*

This exclusion does not apply to:

- **bodily injury**; or
- physical injury to tangible property, including resulting loss of use of that property.

All other terms and conditions remain unchanged.

Authorized Representative



International Liability Insurance***Endorsement***

<i>Policy Period</i>	DECEMBER 04, 2020 to DECEMBER 04, 2021
<i>Effective Date</i>	DECEMBER 04, 2020
<i>Policy Number</i>	9950-35-95 PHL
<i>Insured</i>	ALUMINUM SHAPES LLC
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	DECEMBER 14, 2020

This Endorsement applies to the following forms:

INTERNATIONAL GENERAL LIABILITY INSURANCE

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverages under this contract.

***Exclusion
Endorsement******Information Laws,
Including Unauthorized
Or Unsolicited
Communications***

With respect to all coverages under this contract, this insurance does not apply to any damages, loss, cost or expense arising out of any actual, alleged or threatened violation of:

- the United States of America CAN – SPAM Act of 2003 (or any law amendatory thereof) or any similar regulatory or statutory law in any other jurisdiction.
- the United States of America Telephone Consumer Protection Act (TCPA) of 1991 (or any law amendatory thereof) or any similar regulatory or statutory law in any other jurisdiction.
- the United States of America Fair Credit Reporting Act (FCRA) (or any law amendatory thereof including the Fair and Accurate Credit Transactions Act (FACTA)) or any similar regulatory or statutory law in any other jurisdiction.

**Exclusion
Endorsement**

*Information Laws,
Including Unauthorized
Or Unsolicited
Communications
(continued)*

- any other regulatory or statutory law in any jurisdiction that addresses, limits or prohibits the collecting, communicating, disposal, dissemination, distribution, monitoring, printing, publication, recording, sending or transmitting of content, information or material.

All other terms and conditions remain unchanged.

Authorized Representative



International Liability Insurance***Endorsement***

<i>Policy Period</i>	DECEMBER 04, 2020 to DECEMBER 04, 2021
<i>Effective Date</i>	DECEMBER 04, 2020
<i>Policy Number</i>	9950-35-95 PHL
<i>Insured</i>	ALUMINUM SHAPES LLC
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	DECEMBER 14, 2020

This Endorsement applies to the following forms:

INTERNATIONAL GENERAL LIABILITY INSURANCE

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverages under this contract.

***Exclusion
Endorsement***

Alcoholic Beverage Type Businesses This insurance does not apply to any damages, loss, cost or expense for any **bodily injury** or **property damage** for which any person or organization may be held liable by reason of any:

- A. causing or contributing to the intoxication of any person.
- B. furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol.
- C. ordinance, regulation or statute relating to the distribution, gift, sale or use of alcoholic beverages.
- D. providing or failing to provide transportation with respect to any person that may be under the influence of alcohol in connection with any circumstances described in subparagraphs A., B. or C. above.

Exclusion
Endorsement

*Alcoholic Beverage Type
Businesses,*
(continued)

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

For the purposes of this exclusion, consumption of alcoholic beverages brought on your premises (whether or not a fee is charged or a license is required for such activity) will not be deemed, in itself, to constitute the business of furnishing, selling or serving alcoholic beverages.

All other terms and conditions remain unchanged.

Authorized Representative



International Commercial Auto Liability Insurance**Declarations**

Chubb Group of Insurance Companies
202B Hall's Mill Road
Whitehouse Station, NJ 08889

Named Insured and Mailing Address

ALUMINUM SHAPES LLC
9000 RIVER ROAD
DELAIR, NJ 08110

Policy Number 9950-35-95 PHL

Effective Date DECEMBER 04, 2020

*Issued by the stock insurance company
indicated below, herein called the company.*
GREAT NORTHERN INSURANCE COMPANY

Producer No. 51889-00000

Incorporated under the laws of
INDIANA

Producer CONNER STRONG & BUCKELEW COMPANIES LLC
PO BOX 99106
CAMDEN , NJ 081010000

Policy Period

From: DECEMBER 04, 2020 **To:** DECEMBER 04, 2021
12:01 A.M. standard time at the Named Insured's mailing address shown above.

Insurance applies only to those coverages for which a Limit of Insurance is shown.

Coverages**Limits Of Insurance**

Bodily Injury & Property Damage Limit	\$1,000,000
Auto Medical Payments Limit	\$25,000

Retained Limits

Property Damage	\$0
------------------------	-----

Threshold Amount

\$0 is the threshold amount for payment of advances to the insured for damages or **defense expense**, as set forth in the Auto Liability Loss Provisions under ADVANCES OR REIMBURSEMENTS. When the amount of damages or **defense expense** exceeds the threshold amount, we will advance the entire amount of our obligation to the insured, in accordance with the provisions of this insurance.

Where This Insurance Applies

This insurance applies in the **extended international auto liability coverage territory**.

Forms Applicable:

INTERNATIONAL COMMERCIAL AUTO LIABILITY INSURANCE CONDITIONS
BODILY INJURY AND PROPERTY DAMAGE CONTRACT

Authorized Representative



Chubb. Insured.SM

CHUBB®

International Auto Liability Conditions

Contract

Table Of Contents

<i>Section</i>	<i>Page No.</i>
<i>Auto Liability Condition</i>	<i>3</i>
<i>Amended Common Policy Condition</i>	<i>3</i>
<i>Auto Liability Loss Provisions</i>	<i>4</i>
<i>Auto Liability Definitions</i>	<i>9</i>
<i>Nuclear Energy Exclusion</i>	<i>13</i>
<i>Nuclear Energy Definitions</i>	<i>15</i>
<i>Amended Nuclear Energy Definition</i>	<i>16</i>

I
N
T
E
R
N
A
T
I
O
N
A
L

A
U
T
O
L
I
A
B
I
L
I
T
Y

C
O
N
T
R
A
C
T

A
U
T
O
L
I
A
B
I
L
I
T
Y

C
O
N
D
I
T
I
O
N
S

THIS PAGE INTENTIONALLY LEFT BLANK

International Auto Liability Conditions

Contract

Words and phrases that appear in **bold** print have special meanings and are defined in the definitions section of this contract.

Throughout this contract the words "you" and "your" refer to the Named Insured shown in the Declarations of this policy. The words "we", "us" and "our" refer to the company providing this insurance.

Auto Liability Condition

Separation Of Insureds

Except with respect to the Limits of Insurance, this insurance applies:

1. as if each named insured were the only named insured; and
2. separately to each insured against whom claim is made or **suit** is brought.

Nothing in this condition will affect any rights or duties specifically assigned to the first named insured.

Amended Common Policy Condition

Compulsory Admitted Insurance

For purposes of this Auto Liability insurance only, the Compulsory Admitted Insurance provision of the Common Policy Conditions is deleted and replaced by the following:

1. This insurance is *not* a substitute for **compulsory admitted** insurance in any jurisdiction, whether or not this insurance would qualify as **compulsory admitted** insurance in a given jurisdiction or is accepted by the appropriate authorities as proof of **compulsory admitted** insurance.
2. *You alone* have the duty under this insurance to arrange for **compulsory admitted** insurance, as stated below, for you or any other insured, for any **covered auto**:
 - a. while *in* the jurisdiction where it is *licensed*, in accordance with any **compulsory admitted** insurance of that jurisdiction; or
 - b. while *away* from the jurisdiction where it is *licensed* in accordance with any **compulsory admitted** insurance of any such jurisdiction.

Unless otherwise stated, if any such **compulsory admitted** insurance is not in-force, we shall only be liable to you or any other insured to the same extent as if such **compulsory admitted** insurance were in-force.

3. However, we will be liable to you or any other insured, for loss for which this policy provides Auto Liability insurance, subject to the LIMITS OF INSURANCE provisions of this insurance, for:
 - a. **compulsory admitted** insurance for any:
 - (1) **short term hired auto**; or
 - (2) **non-owned auto**:

**Amended Common
Policy Condition**

**Compulsory Admitted
Insurance
(continued)**

- (a) while *in* the jurisdiction where it is *licensed*, in accordance with any **compulsory admitted** insurance of that jurisdiction; or
 - (b) while *away* from the jurisdiction where it is *licensed*, in accordance with any **compulsory admitted** insurance of any such jurisdiction; or
- b. **compulsory admitted** insurance for any:
 - (1) **owned auto**; or
 - (2) **long term hired auto**,while *away* from the jurisdiction where it is *licensed*, in accordance with any **compulsory admitted** insurance of any such jurisdiction.
- 4. Whether or not we make any payment under the terms and conditions of this policy for **compulsory admitted** insurance for which we are liable, this insurance is *not* a substitute for **compulsory admitted** insurance.

**Auto Liability Loss
Provisions**

Bankruptcy

Bankruptcy, liquidation or insolvency of the insured or the insured's estate will not relieve us of any obligation under this insurance.

**Insured's Duties In The
Event Of Accident, Claim
Or Suit**

- 1. You or any other insured must see to it that we are notified as soon as possible of an **accident** which may result in a claim.
Notice should include:
 - a. how, when and where the **accident** took place;
 - b. the names and addresses of any injured persons and witnesses; and
 - c. the nature and location of any injury or damage arising out of the **accident**.Notice of an **accident** is not notice of a claim.
- 2. If a claim is received by you or any other insured, you or any other insured must:
 - a. immediately record the specifics of the claim and the date received; and
 - b. notify us in writing as soon as possible.
- 3. You or any other insured must:
 - a. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;
 - b. authorize us to obtain records and other information in connection with the claim or **suit**;
 - c. cooperate with us in the investigation, settlement or defense of the claim or **suit**; and

International Auto Liability Conditions**Auto Liability Loss Provisions****Insured's Duties In The Event Of Accident, Claim Or Suit**
(continued)

- d. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
4. No insureds will, except at their own cost, voluntarily make any payment, assume any obligation or incur any expense, other than for first aid, without our consent.

Joint Duties In A Non-Admitted Jurisdiction Or Where We Do Not Exercise Our Right To Defend

For a claim or **suit** seeking damages to which this insurance applies that arises in a **non-admitted jurisdiction** or anywhere we do not exercise our right to defend a claim or **suit**, we will *consult* with you *and* with any other insured.

You *or* any other insured must:

1. make such investigation, defense or settlement as we deem reasonable;
2. obtain our approval for any payment; and
3. effect approved payments to others, in accordance with the amount of **defense expense** incurred or damages determined in a claim, **suit** or settlement.

Defense Options

Our right and duty to defend any claim or **suit** seeking damages to which this insurance applies, and other defense obligations, are stated in the DEFENSE OF CLAIMS OR SUITS provisions of the coverage of this Auto Liability insurance.

When this insurance is primary, we will continue to have the right and duty to defend any claim or **suit** seeking damages to which this insurance applies in any jurisdiction, *other than* a **non-admitted jurisdiction**, and to pay the **defense expense**.

Our right and duty to defend any claim or **suit** seeking damages to which this insurance applies is *amended* under the following circumstances:

1. when this insurance is primary in a **non-admitted jurisdiction**, we will have the right, but not the duty, to defend any claim or **suit** seeking damages to which this insurance applies; or
2. when this insurance is excess in any jurisdiction, we will have the right, but not the duty, to defend any claim or **suit** seeking damages to which this insurance applies.

However, when this insurance is excess in any jurisdiction and no other insurer with a right or duty to defend does so, we will have:

- a. the right and duty to defend any claim or **suit** seeking damages to which this insurance applies in any jurisdiction, *other than* a **non-admitted jurisdiction**; or
- b. the right, but not the duty, to defend any claim or **suit** seeking damages to which this insurance applies in any **non-admitted jurisdiction**.

We will be entitled to your rights or any other insured's rights against any other insurer with a right or duty to defend any claim or **suit** we defend by default.

Auto Liability Loss Provisions

Defense Options (continued)

If we do not exercise our right to defend any claim or **suit** seeking damages to which this insurance applies, we will advance or reimburse funds to you or any other insured, in accordance with the ADVANCES OR REIMBURSEMENTS provisions of these Auto Loss Provisions, for our portion of the **defense expense**.

Advances Or Reimbursements

Damages

We will advance or reimburse funds to you or any other insured, as set forth below, for payment of damages to which this insurance applies, when such damages are determined in a claim, **suit** or settlement in any **non-admitted jurisdiction**.

We will advance funds to you or any other insured to pay our portion of such damages when they are greater than the THRESHOLD AMOUNT shown in the Declarations of this insurance; if less than the THRESHOLD AMOUNT shown in the Declarations of this insurance, we will reimburse you or any other insured. We will make these advances or reimbursements in a jurisdiction that is mutually acceptable.

We will advance or reimburse funds until we have used up the Limit of Insurance available, as provided under LIMITS OF INSURANCE in the coverage of this Auto Liability insurance.

Defense Expense

We will advance or reimburse funds to you or any other insured, as set forth below, for payment of **defense expense** to which this insurance applies, when such **defense expense** results from a claim or **suit** in any jurisdiction where:

1. we do not exercise our right to defend a claim or **suit** seeking damages to which this insurance applies; or
2. by mutual agreement with you or any other insured, or by court order, you or any other insured assume control of the defense of a claim or **suit** seeking damages to which this insurance applies.

We will advance funds to you or any other insured to pay our portion of such **defense expense** when it is greater than the THRESHOLD AMOUNT shown in the Declarations of this insurance; if less than the THRESHOLD AMOUNT shown in the Declarations of this insurance, we will reimburse you or any other insured. We will make these advances or reimbursements in a jurisdiction that is mutually acceptable.

We will advance or reimburse funds until we have used up the Limit of Insurance available, as provided under DEFENSE OF CLAIMS OR SUITS in the coverage of this Auto Liability insurance.

Legal Action Against Us

No legal action, *except declaratory relief*, may be brought against us until there has been full compliance with all the terms of this insurance; nor until the obligation of the insured has been determined by final judgment or we agree in writing to the amount of the obligation.

International Auto Liability Conditions**Auto Liability Loss Provisions***(continued)***Other Insurance And Retained Limits**

If **admitted** insurance or **other non-admitted** insurance is available to the insured for a loss to which this insurance applies, or if the applicable Property Damage Retained Limit or any other Retained Limit shown in the Declarations of this insurance applies to a loss to which this insurance applies, our obligations are *limited*.

*If a loss to which this insurance applies would have been paid, in whole or in part, under any **compulsory admitted** insurance that is not available to the insured for any **owned auto** or **long term hired auto** while in the jurisdiction where it is *licensed*, in accordance with any **compulsory admitted** insurance of that jurisdiction, our obligations are *limited*.*

Our obligations are *limited* as follows:

1. Excess Insurance

This insurance is excess of any **admitted** insurance, whether primary, excess, contingent or on any other basis, that is **compulsory admitted** insurance available to the insured for any **covered auto** while in any jurisdiction *or* that is **compulsory admitted** insurance not available to the insured for any **owned auto** or **long term hired auto** while *in* the jurisdiction where it is *licensed*, in accordance with any **compulsory admitted** insurance of that jurisdiction.

Whether or not such **compulsory admitted** insurance is available, this insurance is excess of the applicable Retained Limits below, *but only* to the extent provided below.

When this insurance is excess as described above, we will pay only our share of the amount of the loss that exceeds the sum of:

- a. the total amount that all **compulsory admitted** insurance available to the insured for any **covered auto** while in any jurisdiction pays for the loss in the absence of this insurance; *or*
- b. the total amount that all **compulsory admitted** insurance not available to the insured for any **owned auto** or **long term hired auto** while *in* the jurisdiction where it is *licensed*, in accordance with any **compulsory admitted** insurance of that jurisdiction, would pay for the loss in the absence of this insurance; *and*
- c. the total of all deductible amounts under all **compulsory admitted** insurance stated in 1.a. or 1.b. above:
 - (1) as part of the calculation of the applicable Property Damage Retained Limit or any other Retained Limit shown in the Declarations of this insurance, as calculated in d. below; *or*
 - (2) as an independent amount, if no Retained Limit below applies; *or*
- d. the applicable Retained Limits shown in the Declarations of this insurance, as calculated below.

For **property damage** loss to which this insurance applies, this insurance will be excess of the amount of the applicable Property Damage Retained Limit shown in the Declarations of this insurance.

Auto Liability Loss Provisions

Other Insurance And Retained Limits (continued)

The applicable Property Damage Retained Limit applies in any jurisdiction to which this insurance applies. Any such Retained Limit, unless otherwise shown in the Declarations of this insurance, applies to any **covered auto**. No Property Damage Retained Limit applies to **defense expense**.

However, for **property damage** loss to which this insurance applies, the applicable Property Damage Retained Limit will apply, *but only* to the extent of any difference between the amount of the applicable Property Damage Retained Limit and any *lesser* amount that any **compulsory admitted** insurance (set forth in 1.a. or 1.b. above) or any Primary insurance set forth in 2. below pays or would pay in total, after the application of any deductible amount, for **property damage** to which this insurance applies.

For **bodily injury** or **auto medical payments** loss to which this insurance applies, this insurance will be excess of the amount of any applicable Retained Limit shown in the Declarations of this insurance.

Any Bodily Injury or Auto Medical Payments Retained Limit applies in any jurisdiction to which this insurance applies. Any such Retained Limit, unless otherwise shown in the Declarations of this insurance, applies to any **covered auto**. No Bodily Injury or Auto Medical Payments Retained Limit applies to **defense expense**.

However, for **bodily injury** or **auto medical payments** loss to which this insurance applies, any Bodily Injury or Auto Medical Payments Retained Limit will apply, *but only* to the extent of any difference between the amount of any such applicable Retained Limit and any *lesser* amount that any **compulsory admitted** insurance (set forth in 1.a. or 1.b. above) or any Primary insurance set forth in 2. below pays or would pay in total, after the application of any deductible amount, for **bodily injury** or **auto medical payments** to which this insurance applies.

If two or more Retained Limits of this insurance apply to the same **accident**, we will apply the largest applicable Retained Limit, as calculated above, against the total loss from the same **accident**.

2. Primary Insurance

This insurance is primary except when 1. above applies. If this insurance is primary, our obligations are not affected unless any of the **admitted** insurance or **other non-admitted** insurance is also primary. Then, we will share with all that other insurance by the method described in 3. below.

3. Method of Sharing

If all **admitted** insurance or **other non-admitted** insurance permits contribution by equal shares, we will also follow this method. Under this method, each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the loss remains, whichever comes first.

If any of the **admitted** insurance or **other non-admitted** insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limit of Insurance to the total applicable Limits of Insurance of all insurers.

International Auto Liability Conditions**Auto Liability Loss Provisions***(continued)***Our Right To Recover Payment**

Other than for any **auto medical payments**, if you or any other insured have rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. You or any other insured must do nothing after loss to impair them. At our request, you or any other insured will bring legal action to enforce such rights or transfer those rights to us and help us enforce them.

You alone may waive your rights against another party in writing:

1. prior to loss; or
2. after a loss only if, at the time of loss, that party is one of the following:
 - a. someone insured by this insurance;
 - b. an individual who owns or controls the majority of capital stock of an insured; or
 - c. a related business firm:
 - (1) majority-owned or controlled by an insured; or
 - (2) that owns or controls the majority of capital stock of an insured.

However, you may not waive any of your rights against any individual or entity described in paragraph 2. above, to the extent that there is collectable **admitted** insurance or **other non-admitted** insurance maintained by any such individual or entity with an insurer other than us.

Arbitration

In the event of any claim or **suit** against an insured that is subject to arbitration, we are entitled to exercise all of the insured's rights in the choice of arbitrators and the conduct of the proceeding

Auto Liability Definitions**Accident**

means an **accident**, including continuous or repeated exposure to substantially the same general harmful conditions which results in **bodily injury** or **property damage**.

Auto

means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. **Auto** does not include **mobile equipment**.

Auto Medical Payments

means reasonable expenses for:

1. first aid at the time of an **accident**;
2. necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
3. necessary ambulance, hospital, professional nursing and funeral services.

**Auto Liability
Definitions**

(continued)

Bodily Injury

means injury to the body, sickness or disease sustained by a person, including mental anguish or mental injury if arising out of the foregoing, or resulting death at any time.

Comity Of Nations

means the recognition accorded by the courts of one nation to the laws and judicial decisions of another, granted as a matter of deference when there is no legal obligation to do so.

**Contaminants Or
Pollutants**

means any solid, liquid, gaseous or thermal irritant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be disposed of, recycled, reconditioned or reclaimed.

Covered Auto

means any **owned auto**, **hired auto** or **non-owned auto**.

Defense Expense

means payments allocated to a specific claim or **suit** for its investigation, settlement or defense, including:

1. attorney fees and all other litigation expenses;
2. the cost of bonds to appeal a judgment or award in any **suit** we defend and decide to appeal. We do not have to furnish these bonds;
3. up to \$2,000 for the cost of bail bonds required because of the use of any vehicle to which this insurance applies. We do not have to furnish these bonds;
4. the cost of bonds to release attachments, but only for bond amounts within the amount of insurance available. We do not have to furnish these bonds;
5. reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or **suit**, including actual loss of earnings up to \$500 a day because of time off from work;
6. costs taxed against the insured in the **suit**;
7. interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the amount available for the judgment under the provisions of LIMITS OF INSURANCE.

Defense expense does not include:

1. salaries and expenses of our employees or the insured's employees, other than:
 - a. that portion of our employed attorneys' fees, salaries and expenses allocated to a specific claim or **suit**; and
 - b. the expenses described in 5. above; or
 2. fees and expenses of independent adjusters we hire.
-

International Auto Liability Conditions**Auto Liability
Definitions***(continued)***Employment Severance
Law**

means any law that obliges an employer to pay an established amount of compensation or benefits to a present or former employee, partner, director or trustee as a result of the voluntary or involuntary termination of the employment of that present or former employee, partner, director or trustee.

**Extended International
Auto Liability Coverage
Territory**

means anywhere outside the **United States** and Canada, whether or not the insured's responsibility to pay damages to which this insurance applies is determined in a claim, **suit** or settlement inside or outside the **United States** or Canada.

Hired Auto

means any **auto** leased, hired or rented by you, or any other insured.

Insured Auto Contract

means any of the following, whether in oral or written form:

1. a lease of premises;
2. a sidetrack agreement;
3. any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. that part of any contract or agreement entered into, as part of your business, by you or any other insured for a **hired auto**, including one with a driver
6. that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the **tort liability** of another to pay damages for **bodily injury** or **property damage** to a third person or organization, if the contract or agreement is made prior to the **bodily injury** or **property damage**.

Insured auto contract does not include that part of any contract or agreement that:

1. holds a person engaged in the business of transporting property by **auto** harmless for any insured's use of a **covered auto** over a route or territory that person is authorized to serve by public authority; or
2. obligates you or any other insured to pay for **property damage** to any **hired auto**.

Long Term Hired Auto

means any **hired auto** obtained for a period of 60 consecutive days or more.

Auto Liability Definitions

(continued)

Mobile Equipment

means any of the following types of land vehicles, including any attached machinery or equipment:

1. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. vehicles maintained for use solely on or next to premises you own, rent or occupy;
3. vehicles that travel on crawler treads;
4. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. power cranes, shovels, loaders, diggers or drills; or
 - b. road construction or resurfacing equipment;
5. vehicles not described in 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. cherry pickers and similar devices used to lift workers to heights;
6. vehicles not described in 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:

- a. equipment designed primarily for:
 - (1) snow removal;
 - (2) road maintenance, but not construction or resurfacing; or
 - (3) street cleaning;
- b. cherry pickers and similar devices mounted on automobile or truck chassis and used to lift workers to heights; and
- c. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

Non-Owned Auto

means:

1. any **auto**, other than an **owned auto** or a **hired auto**; or
2. **mobile equipment** while being carried or towed by a **covered auto**.

Owned Auto

means any **auto** that you own and any trailers you do not own while attached to any **auto** you own.

International Auto Liability Conditions**Auto Liability
Definitions***(continued)***Property Damage**

means:

1. physical injury to tangible property including all resulting loss of use of that property; or
2. loss of use of tangible property that is not physically injured.

Short Term Hired Automeans any **hired auto** obtained for a period of up to 59 consecutive days.**Suit**

means a civil proceeding in which damages to which this insurance applies are alleged. **Suit** includes an arbitration proceeding alleging such damages to which the insured must submit or submits with our consent.

Suit also includes a civil proceeding seeking recognition or enforcement of an unsatisfied civil judgment rendered against the insured. This civil proceeding must take place *outside the judgment country* and be based on:

1. bilateral treaties between sovereign nations;
2. multinational conventions; or
3. **comity of nations**.

Tort Liability

means a liability that would be imposed by law in the absence of any contract or agreement.

Your Work

means:

1. work or operations performed by you or on your behalf; and
2. materials, parts or equipment furnished in connection with such work or operations.

Your work includes:

1. warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included above; and
2. the providing of or failure to provide warnings or instructions.

**Nuclear Energy
Exclusion**

This insurance does not apply to:

Nuclear Energy

1. **bodily injury or property damage:**
 - a. with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by:
 - (1) American Nuclear Insurers, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors;

**Nuclear Energy
Exclusion**

*Nuclear Energy
(continued)*

- (2) any similar insurer or association of insurers in any jurisdiction;
 - (3) any sovereign nation, or agency or political subdivision thereof; or
 - (4) any multinational government agency or institution; or
- with respect to which an insured under this policy would be an insured under any such nuclear energy liability policy but for its termination upon exhaustion of its Limit of Insurance; or
- b. resulting from the **hazardous properties of nuclear material** and with respect to which:
 - (1) any person or organization is required to maintain financial protection pursuant to:
 - (a) the U.S. Atomic Energy Act of 1954 or any law amendatory thereof; or
 - (b) any similar law or directive of:
 - i. any other sovereign nation, or agency or political subdivision thereof; or
 - ii. any multinational government agency or institution; or
 - (2) the insured is, or had this policy not been issued would be, entitled to indemnity from:
 - (a) the **United States**, or any agency thereof;
 - (b) any other sovereign nation, or agency or political subdivision thereof; or
 - (c) any multinational government agency or institution,all under any agreement entered into by the **United States** or any agency thereof, or by such other sovereign nations, political subdivisions, agencies or institutions as apply, with any person or organization;
- 2. expenses, under any Auto Medical Payments Coverage, incurred with respect to **bodily injury** resulting from the **hazardous properties of nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization;
 - 3. **bodily injury or property damage** resulting from the **hazardous properties of nuclear material**, if:
 - a. the **nuclear material** :
 - (1) is at any **nuclear facility** owned by, or operated by or on behalf of, an insured; or
 - (2) has been discharged or dispersed therefrom;
 - b. the **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - c. the **bodily injury or property damage** arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**.
-

International Auto Liability Conditions

Nuclear Energy Definitions

Hazardous Properties means radioactive, toxic or explosive properties.

Nuclear Facility means:

1. any **nuclear reactor**;
2. any equipment or device designed or used for:
 - a. separating the isotopes of uranium or plutonium;
 - b. processing or utilizing **spent fuel**; or
 - c. handling, processing or packaging **waste**;
3. any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
4. any structure basin, excavation, premises or place prepared or used for the storage or disposal of, **waste**,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

Nuclear Material means **source material**, **special nuclear material** or **by-product material**.

Nuclear Reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

***"Source Material",
"Special Nuclear
Material" And "By-Product
Material"*** have the meanings given them in the U.S. Atomic Energy Act of 1954 or in any law amendatory thereof.

Spent Fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.

Waste means any waste material:

1. containing **by-product material** other than the tailings or waste material produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content; and

**Nuclear Energy
Definitions**

Waste
(continued)

2. resulting from the operation by any person or organization of any **nuclear facility** included within the definition of **nuclear facility** under paragraph 1. or 2.

**Amended Nuclear
Energy Definition**

For purposes of the Nuclear Energy Exclusion only, the following definition applies:

Property Damage means **property damage**, including all forms of radioactive contamination of property.

CHUBB®***Bodily Injury And Property Damage******Contract******Table Of Contents***

<i>Section</i>	<i>Page No.</i>
<i>Bodily Injury And Property Damage Coverage</i>	<i>3</i>
<i>Bodily Injury And Property Damage Coverage Extension</i>	<i>3</i>
<i>Bodily Injury And Property Damage Exclusions</i>	<i>4</i>
<i>Auto Medical Payments Coverage</i>	<i>7</i>
<i>Auto Medical Payments Exclusions</i>	<i>7</i>
<i>Defense Of Claims Or Suits</i>	<i>7</i>
<i>Who Is Insured</i>	<i>8</i>
<i>Limits Of Insurance</i>	<i>8</i>

A
U
T
O

L
I
A
B
I
L
I
T
YC
O
N
T
R
A
C
TB
O
D
I
L
Y

I
N
J
U
R
Y

A
N
D

P
R
O
P
E
R
T
Y

D
A
M
A
G
E

THIS PAGE INTENTIONALLY LEFT BLANK

Bodily Injury And Property Damage

Contract

Words and phrases that appear in **bold** print have special meanings and are defined in the definitions section of this contract.

Throughout this contract the words "you" and "your" refer to the Named Insured shown in the Declarations of this policy. The words "we", "us" and "our" refer to the company providing this insurance.

Bodily Injury And Property Damage Coverage

We will pay damages the insured becomes legally obligated to pay by reason of liability imposed by law or assumed under an **insured auto contract** for **bodily injury** or **property damage** caused by an **accident** and resulting from the ownership, maintenance or use of any **covered auto** to which this insurance applies.

This insurance applies to **bodily injury** or **property damage** which occurs during the policy period shown in the Declarations of this insurance.

The amount we will pay for damages is limited as described in Limits Of Insurance.

We will defend any claim or **suit** against the insured seeking such damages to which this insurance applies. We will pay in addition to the applicable Limit Of Insurance the **defense expense** for any claim or **suit** against the insured seeking such damages. However, our obligation to defend and pay for **defense expense** is limited as described under Defense Of Claims Or Suits, and as described in the Auto Liability Loss Provisions under Defense Options and Advances Or Reimbursements.

We have no obligation under this insurance to make payments or to perform acts or services except as provided above.

Damages include prejudgment interest awarded against the insured on that part of the judgment we pay.

Damages for **bodily injury** include damages claimed by any person or organization for care or loss of services.

Property damage that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the **accident** that caused it.

Bodily Injury And Property Damage Coverage Extension

While a **covered auto** is away from the jurisdiction where it is licensed, we will increase the Bodily Injury & Property Damage Limit shown in the Declarations of this insurance by up to \$1,000,000 to contribute to or meet, but not exceed, any greater limits of **compulsory admitted** insurance for the **covered auto** imposed by the jurisdiction where the **covered auto** is being used.

Subject to the \$1,000,000 maximum Limit stated above, we will increase the Bodily Injury & Property Damage Limit shown in the Declarations of this insurance by:

- the difference between the Bodily Injury & Property Damage Limit shown in the Declarations of this insurance and that of the applicable **compulsory admitted** insurance in the jurisdiction where the **covered auto** is being used; or

***Bodily Injury And
Property Damage
Coverage Extension***
(continued)

- the difference between the applicable **compulsory admitted** insurance Limit in the jurisdiction where the **covered auto** is licensed and that of the applicable **compulsory admitted** insurance in the jurisdiction where the **covered auto** is being used, whichever is less.

Unless otherwise stated, this increase in the Bodily Injury & Property Damage Limit shown in the Declarations of this insurance is excess insurance.

The above Limit up to \$1,000,000 will include insurance for kinds of coverage (such as no-fault) not otherwise provided by this insurance, to contribute to or meet, but not exceed, minimum limits of **compulsory admitted** insurance for such coverage for the **covered auto** imposed by the jurisdiction where the **covered auto** is being used. Unless otherwise stated, this insurance is excess insurance.

We will not pay anyone more than once for the same elements of loss because of this Extension.

***Bodily Injury And
Property Damage
Exclusions***

Intentional Acts

This insurance does not apply to **bodily injury** or **property damage**, expected or intended from the standpoint of the insured.

*Statutory Obligations To
Employees*

This insurance does not apply to any obligation of the insured under:

- a workers' compensation, disability benefits or unemployment compensation law, or any similar law providing benefits for death, sickness, disease, injury, disability or unemployment;
- a law providing social security or employment retirement income security benefits; or
- an **employment severance law**.

Employer's Liability

This insurance does not apply to **bodily injury** to:

- an employee of the insured arising out of and in the course of employment by the insured; or
- the spouse, child, parent, brother or sister of that employee as a consequence of the above.

This exclusion applies:

- whether the insured may be liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

- **bodily injury** to domestic employees not entitled to workers' compensation benefits; or
 - liability assumed by the insured under an **insured auto contract**.
-

Bodily Injury And Property Damage**Bodily Injury And
Property Damage
Exclusions***(continued)***Fellow Employee**

This insurance does not apply to **bodily injury** to any fellow employee of the insured caused by the insured, arising out of and in the course of the fellow employee's employment.

Care, Custody Or Control

This insurance does not apply to **property damage** to property owned or transported by the insured or in the insured's care, custody or control.

This exclusion does not apply to liability assumed under a sidetrack agreement.

Handling Of Property

This insurance does not apply to **bodily injury** or **property damage** resulting from the handling of property:

- before it is moved from the place where it is accepted by the insured for movement into or onto the **covered auto**; or
- after it is moved from the **covered auto** to the place where it is finally delivered by the insured.

**Movement Of Property By
Mechanical Device**

This insurance does not apply to **bodily injury** or **property damage** resulting from the movement of property by means of a mechanical device.

This exclusion does not apply to the movement of property by means of:

- a hand truck; or
- a mechanical device attached to the **covered auto**.

**Operations - Designated
Equipment**

This insurance does not apply to **bodily injury** or **property damage** arising out of the operation of any equipment listed in paragraphs 6.b or 6.c of the definition of **mobile equipment**.

Completed Operations

This insurance does not apply to **bodily injury** or **property damage** arising out of **your work** after that work has been completed or abandoned.

Your work will be deemed completed at the earliest of the following times:

- when all of the work called for in your contract has been completed;
- when all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise completed, will be treated as completed.

**Bodily Injury And
Property Damage
Exclusions**
(continued)

**Contamination Or
Pollution**

This insurance does not apply to:

- A. **Bodily injury or property damage** arising out of the actual, alleged or threatened discharge, dispersal, release or escape of **contaminants or pollutants**:
1. that are, or that are contained in, any property that is:
 - a. being transported or towed by, or handled for movement into, onto or from, the **covered auto**;
 - b. otherwise in the course of transit by the insured; or
 - c. being stored, disposed of, treated or processed in or upon the **covered auto**;
 2. before the **contaminants or pollutants**, or any property in which the **contaminants or pollutants** are contained, are moved from the place where they are accepted by the insured for movement into or onto the **covered auto**; or
 3. after the **contaminants or pollutants**, or any property in which the **contaminants or pollutants** are contained, are moved from the **covered auto** to the place where they are finally delivered, disposed of or abandoned by the insured.
- B. Any loss, cost, or expense arising out of any:
1. request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, extract, or in any way respond to, or assess the effects of **contaminants or pollutants**; or
 2. claim or **suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, extracting, or in any way responding to, or assessing the effects of **contaminants or pollutants**.

Paragraphs A.2. and A.3. of this exclusion do not apply if:

- the **contaminants or pollutants**, or any property in which the **contaminants or pollutants** are contained, are upset, overturned or damaged as a result of the maintenance or use of **covered auto**; and
- the discharge, dispersal, release or escape of **contaminants or pollutants** is caused directly by such upset, overturn or damage.

Paragraph A.1.C. of this exclusion does not apply to fuels, lubricants, fluids, exhaust fumes or other similar **contaminants or pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the **covered auto** or its parts, if:

- the **contaminants or pollutants** escape or are discharged, dispersed or released directly from an **auto** part designed by its manufacturer to hold, store, receive or dispose of such **contaminants or pollutants**; and
 - the **bodily injury or property damage** does not arise out of the operation of any equipment listed in paragraphs 6.b. or 6.c. of the definition of **mobile equipment**.
-

Bodily Injury And Property Damage

Auto Medical Payments Coverage

We will pay each insured who sustains **bodily injury** caused by an **accident** all **auto medical payments** incurred and reported to us within three years from the date of the **accident**. The **accident** must take place during the policy period shown in the Declarations of this insurance. The injured insured must submit to examination, at our expense, by physicians of our choice as often as we reasonably require.

The amount we will pay for **auto medical payments** is limited as described in Limits Of Insurance.

Auto Medical Payments Exclusions

Vehicle Used As A Premises

The Auto Medical Payments coverage does not apply to **auto medical payments** because of **bodily injury** sustained by an insured while in, upon, getting in, on, out or off a vehicle located for use as a premises.

Bodily Injury To Your Employee

The Auto Medical Payments coverage does not apply to **bodily injury** to an insured who is your employee arising out of and in the course of employment by you.

This exclusion does not apply to **bodily injury** to an insured who is an employee of yours not entitled to workers' compensation benefits.

Auto Related Business

The Auto Medical Payments coverage does not apply to **bodily injury** to an insured while working in a business of selling, servicing, repairing or parking **autos**, unless that business is yours.

Unauthorized Use

The Auto Medical Payments coverage does not apply to **bodily injury** to anyone using a vehicle without a reasonable belief that the person is entitled to do so.

Defense Of Claims Or Suits

- A. We will defend claims or **suits** against the insured seeking damages to which this insurance applies. We may make:
1. such investigation of any **accident**, claim or **suit**; and
 2. such settlement within the applicable Limit Of Insurance available;
- as we think appropriate.
- B. Our right and duty to defend such claims or **suits** ends when we have used up the Limit Of Insurance available by payment of judgments or settlements, as provided under Limits Of Insurance. This applies both to claims or **suits** pending at that time and those filed thereafter.
- C. When we control the defense of a claim or **suit**, we will pay for the **defense expense**. If by mutual agreement or court order the insured assumes control before the applicable Limit Of Insurance available is used up by payment of judgments or settlements, we will advance or reimburse funds to the insured for reasonable **defense expense**.
-

Who Is Insured

The following are insureds:

- A. You for any **covered auto**;
- B. Anyone else while using a **covered auto** with your permission in connection with your business, except:
 - 1. the owner (other than a person qualifying as an insured in 2. or 5. below) or anyone else from whom you lease, hire, rent or borrow a **covered auto**. This exception does not apply to any trailer connected to a **covered auto** you own;
 - 2. your employee or a member of his or her household, if the **covered auto** is owned by that employee or that household member. This exception does not apply if the **covered auto** owned by that employee or that household member is loaned in connection with your business;
 - 3. someone using a **covered auto** while working in a business of selling, servicing, repairing or parking **autos**, unless that business is yours;
 - 4. anyone while moving property to or from a **covered auto**. This exception does not apply to your employees, partners, a lessee or borrower or any of their employees; or
 - 5. a partner of yours or a member of his or her household, if the **covered auto** is owned by that partner or that household member. This exception does not apply if the **covered auto** owned by that partner or that household member is loaned in connection with your business;
- C. Anyone liable for the conduct of an insured described in B. above, but only to the extent of that liability;
- D. For **auto medical payments** coverage, anyone, with your permission, if stated in A., B. or C. above, while:
 - 1. in, upon, getting in, on, out or off any **auto** in connection with your business; or
 - 2. a pedestrian, when struck by any **auto**, in connection with your business.

Limits Of Insurance

- A. The Limits Of Insurance shown in the Declarations of this insurance and the provisions below establish the most we will pay as a result of any one **accident** regardless of the number of:
 - 1. insureds;
 - 2. **covered autos**;
 - 3. vehicles involved in the **accident**; or
 - 4. claims made or **suits** brought.
- B. The Bodily Injury & Property Damage Limit shown in the Declarations of this insurance is the most we will pay under **bodily injury** or **property damage** for the sum of damages for **bodily injury** and **property damage** resulting from any one **accident** while a **covered auto** is in any jurisdiction. However, we may make any additional payment under the Bodily Injury And Property Damage Coverage Extension Limit for damages for **bodily injury** or **property damage** resulting from any one **accident** while a **covered auto** is away from the jurisdiction where it is licensed, but only as set forth in the Bodily Injury And Property Damage Coverage Extension provisions of this insurance.

Bodily Injury And Property Damage**Limits Of Insurance***(continued)*

Any such additional payment we make for damages for **bodily injury** or **property damage**, provided under the Bodily Injury And Property Damage Coverage Extension will be deemed to be made under D. below.

All **bodily injury** and **property damage** resulting from continuous or repeated exposure to substantially the same general harmful conditions will be considered as resulting from one **accident**.

- C. The Auto Medical Payments Limit shown in the Declarations of this insurance is the most we will pay under **auto medical payments** for all **auto medical payments** because of **bodily injury** sustained by any one insured resulting from any one **accident** while a **covered auto** is in any jurisdiction.
- D. Under the Bodily Injury And Property Damage Coverage Extension, the most we will pay for the sum of damages resulting from any one **accident** while a **covered auto** is away from the jurisdiction where it is licensed is \$1,000,000, but only in accordance with the provisions of the Bodily Injury And Property Damage Coverage Extension. We will make any such payments under **bodily injury**, **property damage** or any other coverage we must provide under the provisions of the Bodily Injury And Property Damage Coverage Extension.

International Commercial Insurance**Endorsement**

<i>Policy Period</i>	DECEMBER 04, 2020 to DECEMBER 04, 2021
<i>Effective Date</i>	DECEMBER 04, 2020
<i>Policy Number</i>	9950-35-95 PHL
<i>Insured</i>	ALUMINUM SHAPES LLC
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	DECEMBER 14, 2020

This Endorsement applies to the following forms:

INTERNATIONAL COMMERCIAL AUTO LIABILITY INSURANCE CONDITIONS
BODILY INJURY AND PROPERTY DAMAGE CONTRACT

Amended Exclusion

<i>Care, Custody, Or Control</i>	The Care, Custody Or Control exclusion is deleted and replaced by the Modified Care, Custody Or Control exclusion stated below:
----------------------------------	---

<i>Modified Care, Custody Or Control</i>	<p>This insurance does not apply to:</p> <p>property damage to property owned or transported by the insured or in the insured's care, custody or control</p> <p>BUT</p> <p>this exclusion does not apply to:</p> <ol style="list-style-type: none">1. liability assumed under a sidetrack agreement;2. liability for property damage to a non-owned auto in the insured's care, custody or control; <p>or</p> <ol style="list-style-type: none">3. liability assumed under an insured auto contract for property damage to a short term hired auto in the insured's care, custody or control.
--	--

Amended Limits

For purposes of any **property damage** coverage afforded under exceptions 2. or 3. of the Modified Care, Custody or Control exclusion above, the limits for Short Term Hired Autos and Non-Owned Autos are amended as follows:

Limit Per Vehicle

\$25,000

Property Damage Annual Aggregate

\$50,000

All other terms and conditions remain unchanged.

Authorized Representative



International Workers' Compensation Insurance**Declarations****Named Insured and Mailing Address**

ALUMINUM SHAPES LLC
9000 RIVER ROAD
DELAIR, NJ 08110

Chubb Group of Insurance Companies
202B Hall's Mill Road
Whitehouse Station, NJ 08889

Policy Number 9950-35-95 PHL

Effective Date DECEMBER 04, 2020

Issued by the stock insurance company indicated below, herein called the company.
GREAT NORTHERN INSURANCE COMPANY

Producer No. 51889-00000

Incorporated under the laws of
INDIANA

Producer CONNER STRONG & BUCKELEW COMPANIES LLC
PO BOX 99106
CAMDEN , NJ 081010000

Policy Period

From: DECEMBER 04, 2020 **To:** DECEMBER 04, 2021
12:01 A.M. standard time at the Named Insured's mailing address shown above.

Insurance applies only to those coverages for which a Limit of Insurance/Benefits is shown.

Coverage	Covered Employees	Benefits Applicable
International Voluntary Workers' Compensation	International <input checked="" type="checkbox"/> Executive Employees	STATUTORY, according to the Laws of the State(s) STATE OF HIRE
	Other <input checked="" type="checkbox"/> International Employees	STATUTORY - according to the Laws COUNTRY OF ORIGIN
<p>International Executive Employees and Other International Employees employed by you in the United States are covered on a 24 hour basis, while traveling outside the United States. International Executive Employees, and Other International Employees employed by you in a country other than the United States are covered on an employment-only basis, while working in the country to which they are assigned, but on a 24-hour basis while traveling outside the country to which they are assigned.</p> <p>Repatriation Expense coverage applies to International Executive Employees, Other International Employees, and Local National Employees, subject to a Limit of Insurance of \$500,000 each employee and \$1,000,000 policy limit.</p>		

Coverage	Covered Employees	Limits Of Insurance
Employer's Liability	International Executive Employees, Other International Employees, and Local National Employees	Bodily Injury by Accident each Accident. \$1,000,000 Bodily Injury by Disease policy limit. \$1,000,000 Bodily Injury by Disease each employee. \$1,000,000

Where This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease arising out of and in the course of employment outside the **United States** and to bodily injury by accident or bodily injury by disease arising out of and in the course of temporary employment in the **United States**.

Employers Liability does not apply in the UK or Ireland. This exclusion does not apply to employees while traveling to the UK or Ireland on a temporary basis.

Forms Applicable:

INTERNATIONAL VOLUNTARY WORKERS' COMPENSATION CONDITIONS
INTERNATIONAL VOLUNTARY WORKERS' COMPENSATION CONTRACT

Authorized Representative



Chubb. Insured.SM

CHUBB®**International Voluntary
Workers' Compensation Conditions***Contract**Table Of Contents*

Section	Page No.
<i>Conditions</i>	<i>3</i>
<i>Loss Provisions</i>	<i>4</i>
<i>Special Loss Provisions</i>	<i>6</i>
<i>Definitions</i>	<i>7</i>

WORKERS' COMPENSATION
INTERNATIONAL VOLUNTARY

CONTRACT

WORKERS' COMPENSATION
CONDITIONS

THIS PAGE INTENTIONALLY LEFT BLANK

Contract

Words and phrases that appear in **bold** print have special meanings and are defined in the definitions section of this contract.

Throughout this contract the words "you" and "your" refer to the Named Insured shown in the Declarations of this policy. The words "we", "us" and "our" refer to the company providing this insurance.

Conditions

HOW THIS INSURANCE APPLIES

Workers' Compensation

This Workers' Compensation insurance applies to bodily injury by accident or bodily injury by disease, including **endemic disease**. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused by or aggravated by the conditions of your employment. Bodily injury by **endemic disease**, however, must be caused or aggravated by environmental conditions. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease or bodily injury by **endemic disease** must occur during the policy period.

Employer's Liability

This Employer's Liability insurance applies to bodily injury by accident or bodily injury by disease, including **endemic disease**. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you or arise out of **endemic disease**.
2. The employment must be necessary or incidental to your work in the policy territory.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. Bodily injury by **endemic disease**, however, must be caused or aggravated by environmental conditions. The employee's last day of last exposure to the conditions causing or aggravating bodily injury by disease, or bodily injury by **endemic disease**, must occur during the policy period.

Premium Calculations And Audit

The premium for the operations covered by this insurance is stated in the Premium Statement.

If the premium for this coverage is based upon the number of trips made outside the **United States**, then you will give us an estimate of the number of trips and, at our option, the length of trips for the upcoming year.

If the premium for this coverage is based on payroll, the entire gross remuneration estimated to be earned by all covered employees shall be disclosed to us. This remuneration includes Cost of Living, Housing Allotments and other such cash benefits as form part of the Overseas Compensation Package of your employees.

You may elect which employees (including partners, if any) of your company fall within the coverage categories of this insurance by allocating the appropriate payroll amounts for premium purposes.

Conditions

Premium Calculations And Audit (continued)

The premium shown on this statement is a deposit premium only. You shall maintain records of the information necessary for premium computation and shall send copies to us at such times during or after the policy period as we may direct.

You will let us examine and audit all your records that relate to this insurance. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records and programs for storing and disbursing data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to develop the final premium.

Loss Provisions

Your Duties If Injury Occurs

Tell us at once if injury occurs that may be covered by this policy. Your duties are listed here:

1. Provide for immediate medical and other services required by the applicable Workers' Compensation Law.
2. Give us or our Agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury that would interfere with our right of recovery from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

Our Options

1. We can request you, on our behalf, to make payment directly to any person entitled thereto. Upon receipt of proof of payment, we will reimburse you for any such payments.
2. In a **non-admitted jurisdiction** we can ask you to investigate, defend and settle claims, proceedings and suits involving your employees. We will reimburse you for the reasonable cost of such investigation, defense and settlement.

Arbitration

We are entitled to exercise your rights in the choice of arbitrators and the conduct of any arbitration proceeding.

Our Rights To Recover From Others

Under Workers' Compensation coverage, we have your rights and the rights of persons entitled to the benefits of this insurance to recover our payments from anyone liable for the injury.

Under Employer's Liability coverage, we have your rights to recover our payment from anyone liable for an injury covered by this insurance.

In all cases, you will do everything necessary to protect those rights for us and to help us enforce them.

International Voluntary Workers' Compensation Conditions

Loss Provisions *(continued)*

Actions Against Us

For Employer's Liability coverage, there will be no right of action against us unless:

1. You have complied with all terms and conditions of this policy.
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability.

Other Insurance

WORKERS' COMPENSATION

This insurance is intended to be primary insurance for your covered employees whose bodily injuries arise out of and in the course of employment by you outside the **United States** or who contract **endemic disease** while in your employ outside the **United States**.

If an injured **International Executive Employee** or **Other International Employee** is eligible for Workers' Compensation benefits under the laws of countries other than the **United States** or other than the **Country of Origin** to which the employee would be eligible under this insurance, we will not require that said employee or his dependents file claim under that foreign program as a pre-condition to filing claim under this policy.

If an injured employee or his dependents, as described above, actually file claim and receive benefits under such other Workers' Compensation or Social Security plan, whether private or State-sponsored, then we will not pay more than the difference, if any, between the benefits received or payable under that foreign plan and the benefits payable under the applicable Workers' Compensation Laws of:

1. the **United States**;
2. the **Country of Origin**; or
3. any other country for which you become liable.

We will only pay such difference when the amount of benefit under the foreign plan has been determined and we have satisfactory evidence of such determination.

EMPLOYER'S LIABILITY

If your **admitted** Employer's Liability insurance responds to a claim, proceeding or suit, we will provide excess insurance. If your **admitted** Employer's Liability insurance does not respond to a claim, proceeding or suit for which this insurance grants coverage, we will provide primary insurance.

If you do not have in-force **admitted** Employer's Liability insurance, we will provide primary insurance for a claim, proceeding or suit for which this policy grants coverage.

Loss Provisions

Other Insurance (continued)

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance, including self-insurance which results from your failure to comply with **compulsory admitted** Employer's Liability insurance requirements, if any. Subject to any Limits of Insurance that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

Special Loss Provisions

Workers' Compensation

We may request you to pay benefits directly to injured employees or their dependents. We will reimburse you for payments you make on our behalf, and with our approval.

In most cases, we will make payments directly, at your option and on your behalf. We will make voluntary payments only on condition that the employee or dependents receiving such payments execute a full release of all claims against you on account of such injuries or disease as may be required by us and, in addition, execute an assignment to us of any right of action which they may have against any person, firm, corporation or estate, other than you, who is or may be liable for such injury. If we collect by virtue of such assignment an amount in excess of the voluntary payments made or agreed to be made, we will be entitled to, and shall retain from the amount recovered, our expenses incident to such recovery and the amount of payments made or agreed to be made. We will pay any remaining balance of the amount recovered to the person or persons executing such assignments. We will have full power and discretion to proceed against the party at fault or settle with such party upon such terms as may seem desirable to us, either without litigation or during pendency thereof.

Amended Currency Provision-Workers' Compensation

We will pay Workers' Compensation losses to your **Other International Employees** in the same currency in which you pay the premium of this insurance, which means that we will generally pay our losses in the currency of the **United States**.

We will convert the foreign currency benefit level of the applicable **Workers' Compensation Law-Country of Origin** to U.S. dollars at the free rate of exchange published by Citibank, N.A. as of the date of loss, or, for ongoing disability or medical payments as of the date of the respective payment.

We may also pay losses, at our option and upon request of the injured employee or his dependents, in the currency of the **Country of Origin**.

International Voluntary Workers' Compensation Conditions

Definitions

Country Of Origin means any country (except the **United States**) of which your **Other International Employee** is a citizen.

Endemic Disease means an infectious disease, including diseases which are borne by air, arthropods (i.e., arachnids, crustaceans, insects), blood, food or water, provided that the disease: 1) is indigenous to a particular region outside the **United States**; or 2) occurs in epidemic proportion outside the **United States**.

International Executive Employee means any partner assigned by you, or employee hired or assigned by you, to work outside the **United States**, provided that you choose, under this insurance, to offer voluntarily to said partner or employee the Statutory Workers' Compensation benefits of the **Workers' Compensation Law** of any jurisdiction of the **United States**, except those Workers' Compensation benefits governed by Federal Statutes.

Local National Employee means any partner assigned by you, or employee hired or assigned by you, to work outside the **United States**, provided that you do not choose, under this insurance, to offer voluntarily to said partner or employee any Workers' Compensation benefits (except repatriation expense). **Local National Employees** are, however, included in your Employer's Liability coverage.

Normal Transportation Costs means the cost of transporting an employee in good health, and in conformance with your business travel policy, from the country of injury or sickness to a given country of relocation or repatriation.

Other International Employee means any partner assigned by you, or employee hired or assigned by you, to work outside the **United States**, provided that you choose, under this insurance, to offer voluntarily to said partner or employee the Statutory Workers' Compensation benefits of the **Workers' Compensation Law-Country of Origin** of the respective partner or employee.

Workers' Compensation Law means the Workers' Compensation Law and any Occupational Disease Law of any jurisdiction of the **United States** which you voluntarily designate in the Declarations, or those of any jurisdiction of the **United States** for which you become liable.

Workers' Compensation Law does not mean:

1. Federal Workers' Compensation Statutes, the inclusion of which may be arranged by amendment to this insurance;
2. provisions for non-occupational disability benefits;
3. **compulsory admitted** Workers' Compensation insurance.

Definitions

Workers' Compensation Law

(continued)

Workers' Compensation Law is extended to include 24-hour coverage for: 1) **International Executive Employees** employed by you in the **United States**, while traveling outside the **United States**; 2) **International Executive Employees** employed by you in a country other than the **United States**, while traveling outside the country to which they are assigned.

Workers' Compensation Law – Country Of Origin

means the Workers' Compensation Law, Social Security Law and any Occupational Disease Law of any sovereign state other than the **United States**, from which your employee or partner is voluntarily offered, under this insurance, Workers' Compensation benefits based on citizenship.

Workers' Compensation Law-Country of Origin also means the Workers' Compensation Law and related Laws, as described above, of any sovereign state (except the **United States**) for which you become liable to pay Workers' Compensation benefits on a basis other than the citizenship of your covered employees or partners.

Workers' Compensation Law-Country of Origin does not mean:

1. provisions for non-occupational disability benefits;
2. **compulsory admitted** Workers' Compensation insurance.

Workers' Compensation Law-Country of Origin is extended to include 24-hour coverage for: 1) **Other International Employees** employed by you in the **United States**, while traveling outside the **United States**; 2) **Other International Employees** employed by you, in a country other than the **United States**, while traveling outside the country to which they are assigned.

CHUBB®

International Voluntary Workers' Compensation

Contract

Table Of Contents

<i>Section</i>	<i>Page No.</i>
<i>Coverages</i>	<i>3</i>
<i>Who Is Insured</i>	<i>4</i>
<i>Limits Of Insurance</i>	<i>4</i>
<i>Additional Coverages</i>	<i>5</i>
<i>Miscellaneous Coverages</i>	<i>5</i>
<i>Exclusions</i>	<i>6</i>

C
O
M
P
E
N
S
A
T
I
O
N

W
O
R
K
E
R
S
'
I
N
S
U
R
A
N
C
E

C
O
N
T
R
A
C
T

I
N
T
E
R
N
A
T
I
O
N
A
L

V
O
L
U
N
T
A
R
Y

W
O
R
K
E
R
S
'
C
O
M
P
E
N
S
A
T
I
O
N
I
N
S
U
R
A
N
C
E

THIS PAGE INTENTIONALLY LEFT BLANK

International Voluntary Workers' Compensation

Contract

Words and phrases that appear in **bold** print have special meanings and are defined in the definitions section of this contract.

Throughout this contract the words "you" and "your" refer to the Named Insured shown in the Declarations of this policy. The words "we", "us" and "our" refer to the company providing this insurance.

Coverages

International Voluntary Workers' Compensation

We agree, at your option and on your behalf, to pay voluntarily to your **International Executive Employees** the compensation, medical and other benefits specified in the **Workers' Compensation Law** of the State(s) designated in the Declarations, in the same manner as if such **International Executive Employees** were covered under the provisions of said Law or Laws; we also agree, at your option and on your behalf, to pay voluntarily to your **Other International Employees** the compensation, medical and other benefits specified in the respective **Workers' Compensation Law-Country of Origin**.

We further agree, at your option and on your behalf, to pay to your **International Executive Employees** and **Other International Employees** the compensation, medical and other benefits, in lieu of voluntary payments, for which you become liable under the provisions of a **Workers' Compensation Law** or **Workers' Compensation Law-Country of Origin** of jurisdictions other than those you have chosen as Voluntary Statutory jurisdictions in the Declarations.

We will cover **endemic disease** as if it were occupational in nature and as if it were included in the provisions of the respective **Workers' Compensation Law** or **Workers' Compensation Law-Country of Origin**.

We will pay on your behalf, up to the corresponding Limits of Insurance for Repatriation Expense, for such additional expenses as may be reasonably incurred, over and above **normal transportation costs**, for the repatriation or relocation of injured or sick **International Executive Employees, Other International Employees** or **Local National Employees**, including repatriation expenses associated with accompanying spouse and children during temporary business travel provided that:

1. the relocation or repatriation is from the country of injury or disease to a destination in any country other than the country of injury or disease, including the **United States**; and
2. the relocation or repatriation is necessary, in the opinion of competent medical authorities.

We will also pay, up to the corresponding Limits of Insurance stated in the Declarations, certain expenses related to the death of your covered employees:

1. the cost of embalment to meet United States or other National health standards;
2. all reasonable expenses of transportation to return the remains of the deceased to the country of burial or funeral.

Coverages

(continued)

Employer's Liability

We agree to pay, up to the corresponding Limits of Insurance stated in the Declarations, all sums you legally must pay as damages because of bodily injury to your **International Executive Employees, Other International Employees and Local National Employees**, provided that the bodily injury arises out of **endemic disease** or arises out of and in the course of the injured employee's employment by you and provided that the bodily injury is covered by this Employer's Liability insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. for which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;
2. for care and loss of services;
3. for consequential bodily injury to a spouse, parent, child, brother or sister of your injured employee;
provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

In some countries, this insurance will serve as primary Employer's Liability insurance because you are not required to purchase **admitted** Employer's Liability insurance and you do not elect to do so.

In other countries, this insurance will serve as excess insurance over **admitted** Employer's Liability insurance which you are required to purchase or you elect to purchase.

Who Is Insured

You are insured if you are an employer named in the Declarations. You are also insured if that employer is a partnership and you are one of its partners.

Limits Of Insurance

WHAT WE WILL PAY

Workers' Compensation

1. We will pay promptly when due the benefits of the applicable **Workers' Compensation Law** or **Workers' Compensation Law-Country of Origin**.
2. Repatriation Expense-Each Employee
The limit shown in the Declarations is the most we will pay for all repatriation expenses covered by this insurance and arising out of bodily injury by accident or bodily injury by disease, including **endemic disease**.
3. Repatriation Expense-Policy Limit
The limit shown in the Declarations is the most we will pay for all repatriation expense covered by this insurance and arising out of bodily injury by accident or bodily injury by disease, including **endemic disease**, regardless of the number of employees who sustain bodily injury by accident or bodily injury by disease or bodily injury by **endemic disease**.

International Voluntary Workers' Compensation

Limits Of Insurance

Workers' Compensation (continued)

4. We will not pay any claims for repatriation expense after we have paid the applicable limit of our liability under this coverage.

Employer's Liability

Our liability to pay for damages is limited to the Limits of Insurance stated in the Declarations. They apply as explained below:

1. Bodily Injury by Accident. The limit shown in the Declarations for "bodily injury by accident-each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease, including an **endemic disease**, is not bodily injury by accident unless it results directly from bodily injury by accident.
2. Bodily Injury by Disease. The limit shown for "bodily injury by disease-policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, including **endemic disease**, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease-each employee" is the most we will pay for all damages because of bodily injury by disease, including **endemic disease**, to any one employee
3. Bodily injury by disease, including **endemic disease**, does not include disease that results directly from a bodily injury by accident.
4. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

Additional Coverages

Workers' Compensation - Defense

We have the right and the duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle this claim, proceeding or suit.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

Employer's Liability - Defense Or Indemnification

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance, except in a **non-admitted jurisdiction**. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable Limit of Insurance as stated in the Declarations.

Miscellaneous Coverages

Workers' Compensation/ Employer's Liability

We will also pay these costs, in addition to other amounts payable under these insurances, as part of any claim, proceeding or suit we defend, or you defend after consultation with us:

Miscellaneous Coverages

Workers' Compensation/ Employer's Liability (continued)

1. Reasonable Expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under Workers' Compensation coverage or the Limit of Insurance stated in the Declarations for Employer's Liability coverage;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

Exclusions

Workers' Compensation

This insurance does not apply to any payments for which you are responsible in excess of the benefits regularly provided by the applicable **Workers' Compensation Law** or **Workers' Compensation Law-Country of Origin**, including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the applicable **Workers' Compensation Law** or **Workers' Compensation Law-Country of Origin**.

If we make any payments in excess of the benefits regularly provided by the **Workers' Compensation Law** or **Workers' Compensation Law-Country of Origin** on your behalf, you will reimburse us promptly.

In addition, this insurance does not apply:

5. to **Local National Employees**

BUT

this exclusion does not apply to repatriation expense for **Local National Employees**.

Employer's Liability

Under Employer's Liability coverage, we will not cover:

1. Liability assumed under a contract. The exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers' compensation, occupational disease, unemployment compensation or disability benefits law or any similar law;
5. Bodily injury intentionally caused or aggravated by you;

International Voluntary Workers' Compensation

Exclusions

***Employer's Liability
(continued)***

6. Damages arising out of the discharge of, coercion of, or discrimination against any employee in violation of law;
7. bodily injury sustained by any:
 - a. master or crew member of any vessel;
 - b. employee in the course of any employment subject to the Longshore and Harbor Workers' Compensation Act (33 USCA Sections 901-950); the Defense Base Act (42 USCA Sections 1651-1654); or the War Hazards Compensation Act (42 USCA Sections 1701-1706; Sections 1711-1717);
 - c. member of the flying crew of any aircraft.

International Blanket Accident Insurance**Declarations****Named Insured and Mailing Address**

ALUMINUM SHAPES LLC
9000 RIVER ROAD
DELAIR, NJ 08110

Chubb Group of Insurance Companies
202B Hall's Mill Road
Whitehouse Station, NJ 08889

Policy Number 9950-35-95 PHL

Effective Date DECEMBER 04, 2020

*Issued by the stock insurance company
indicated below, herein called the company.*
GREAT NORTHERN INSURANCE COMPANY

Producer No. 51889-00000

Incorporated under the laws of
INDIANA

Producer CONNER STRONG & BUCKELEW COMPANIES LLC
PO BOX 99106
CAMDEN , NJ 081010000

Policy Period

From: DECEMBER 04, 2020 **To:** DECEMBER 04, 2021
12:01 A.M. standard time at the **policyholder's** mailing address shown above.

Insurance applies only to those coverages for which a Limit of Insurance/Benefits is shown.

Insured Persons

The following are the **insured persons** under this insurance:

<u>Class</u>	<u>Description</u>
1	All international executive employees
2	All other international employees
3	All spouses and domestic partners of Class 1 and Class 2 insured persons
4	All children of Class 1 and Class 2 insured persons

If a person is eligible for insurance under multiple Classes of **insured persons** described above, then such person will only be insured under the Class that provides the **insured person** the largest **benefit amount** for the **loss** that has occurred.

An **insured person** is added for coverage as a Class member at any time during the policy period that the **insured person** fits the Class Description. An **insured person** is deleted from a Class and coverage ends at the time the **insured person** no longer fits the Class Description. All premium adjustments will be made according to the terms and conditions of this insurance.

Hazards

The following are the **Hazards** for which insurance applies:

<u>Class</u>	<u>Hazard</u>
1	24 hour business travel hazard
2	24 hour business travel hazard
3	Business travel family hazard
4	Business travel family hazard

Insurance under the **24 hour business travel hazard** begins at the actual start of **business travel** whether the point of origin is from the **primary insured person's** residence or regular place of employment, whichever occurs last. Insurance under the **24 hour business travel hazard** ends immediately upon return to the **primary insured person's** residence or regular place of employment, whichever occurs first.

Insurance under the **business travel family hazard** begins at the actual start of **business travel** whether the point of origin is from the **dependent's** residence or regular place of employment, whichever occurs last. This **business travel family hazard** ends immediately upon return to a **dependent's** residence or regular place of employment, whichever occurs first. With respect to the **business travel family hazard**:

- no person insured as a **primary insured person** can be insured as a **dependent**; and
- no person shall be insured as a **dependent** of more than one **primary insured person**.

Benefits

A) *Principal Sum*

The following are the principal sums for each Class:

<u>Class</u>	<u>Hazard</u>	<u>Principal Sum</u>
1	24 hour business travel hazard	\$300,000
2	24 hour business travel hazard	\$300,000
3	Business travel family hazard	\$150,000
4	Business travel family hazard	\$ 50,000

B) *Accidental Death & Dismemberment Benefits*

This benefit applies to all Classes of **insured persons**. The following are **losses** insured and the corresponding **benefit amount** expressed as a percentage of the Principal Sum:

<u>Accidental:</u>	<u>Benefit Amounts</u> <u>(Percentage of Principal Sum)</u>
Loss of life	100%
Loss of speech and loss of hearing	100%
Loss of speech and one of: loss of hand, loss of foot or loss of sight of one eye	100%
Loss of hearing and one of: loss of hand, loss of foot or loss of sight of one eye	100%

International Blanket Accident Insurance**Declarations****Effective Date** DECEMBER 04, 2020**Policy Number** 9950-35-95 PHL

Loss of hands (both) loss of feet (both) or loss of sight or a combination of any two of loss of hand, loss of foot or loss of sight of one eye	100%
Quadriplegia	100%
Paraplegia	75%
Hemiplegia	50%
Loss of hand, loss of foot or loss of sight of one eye (any one of each)	50%
Loss of speech or Loss of hearing	50%
Uniplegia	25%
Loss of thumb and index finger of the same hand	25%

If an **insured person** has multiple **losses** as the result of one **accident**, we will pay only the single largest **benefit amount** applicable to the **losses** suffered.

C) Additional Benefits

The following are benefit amounts for all other benefits provided under this insurance:

Excess Medical Expense

Class: All

Benefit amount: \$25,000

Deductible: \$250

Medical Evacuation and Repatriation

Class: All

Maximum **benefit amount:** \$100,000

Benefit amount (hospital admission guaranty): \$5,000

Family travel expense:

Maximum per Day: \$100

Maximum Number of Days: 7

Maximum Limit of Insurance Per Accident

\$1,500,000 per **accident**

If more than one (1) **insured person** suffers a **loss** in the same **accident**, then we will not pay more than the Maximum Limit of Insurance Per Accident shown above. If an **accident** results in **benefit amounts** becoming payable, which when totaled, exceed the applicable Maximum Limit of Insurance Per Accident shown above, then the Maximum Limit of Insurance Per Accident will be divided proportionally among the **insured persons**, based on each applicable **benefit amount**.

Coverage only applies for the Classes, **hazards**, **benefit amounts** and **losses** that are specifically indicated as insured.

Non-Accumulation Of Benefits/Limits Of Insurance

If this insurance contract is one of several insurance contracts that provide Blanket Accident insurance issued by us or other member companies of the Chubb Group of Insurance Companies to the **policyholder**, then any benefit amount that could be covered under two or more contracts will be subject to the benefit amount or the limits of insurance under the contract with the highest applicable benefit amount or limit of insurance, or if the benefit amount or limits of insurance are the same, under the benefit amount or limits of insurance of one contract.

Authorized Representative



Chubb. Insured.SM

CHUBB®***International Blanket Accident Insurance******Table Of Contents***

<i>Section</i>	<i>Page No.</i>
<i>Coverages</i>	3
<i>Extensions Of Coverage</i>	5
<i>Coverage Territory</i>	5
<i>Policy Exclusions</i>	5
<i>General Conditions</i>	6
<i>Definitions</i>	9

C
O
N
T
R
A
C
TI
N
T
E
R
N
A
T
I
O
N
A
L

A
C
C
I
D
E
N
T
I
N
S
U
R
A
N
C
E

B
L
A
N
K
E
T

THIS PAGE INTENTIONALLY LEFT BLANK

International Blanket Accident Insurance

Contract

Please read the entire policy carefully. The terms and conditions of this insurance include various sections of this contract: Coverages; Extensions Of Coverage; Coverage Territory; Policy Exclusions; General Conditions; and Definitions, as well as the Declarations, Common Policy Conditions and Endorsements and Schedules made a part of this insurance.

Throughout this contract the words “you” and “your” refer to the **policyholder**. The words “we”, “us” and “our” refer to the **company** providing this insurance.

Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section of this contract or in the International Common Policy Conditions of this policy.

Coverages

Accidental Death And Dismemberment

Subject to all of the terms and conditions of this insurance, we will pay the applicable **benefit amount**, shown in the Benefits section of the Declarations, if an **accident** results in a covered **loss** not otherwise excluded. The **accident** must result from an insured **hazard** and occur during the policy period while an **insured person** is insured under this insurance. The covered **loss** must occur within one (1) year after the **accident**.

Excess Medical Expense

If an **insured person** incurs **medical expenses** for care and treatment of an **accidental bodily injury**, disease or illness while traveling outside of such **insured person's** country of residence, then subject to all of the terms and conditions of this insurance, we will reimburse up to the **benefit amount** for excess **medical expense** shown in Benefits section of the Declarations. The **medical expenses** must be incurred outside of the **insured person's** country of residence. The **benefit amount** for excess **medical expense** is payable in addition to any other applicable **benefit amounts** under this insurance.

The **benefit amount** for excess **medical expense** is payable on an excess basis. We will determine the **reasonable and customary charge** for the covered **medical expense**. We will then reduce that amount by amounts already paid or payable by any **other plan**. We will pay the resulting amount, less the deductible for excess **medical expense** but in no event will we pay more than the **benefit amount** for excess **medical expense**, shown in Benefits section of the Declarations.

The deductible for excess **medical expense**, shown in Benefits section of the Declarations, will be deducted from any **benefit amount** for excess **medical expense** that we pay. This deductible applies separately to each **insured person** and each **accident**, disease or illness.

The **benefit amount** for excess **medical expense** does not apply to charges and services:

- for which an **insured person** has no obligation to pay;
- for treatment by a person employed or retained by the **policyholder**;

Coverages

Excess Medical Expense (continued)

- for any injury occurring while fighting, except in self-defense;
- for treatment that is educational, experimental or investigational in nature or that does not constitute accepted medical practice; or
- for treatment involving conditions caused by repetitive motion injuries, or cumulative trauma and not as the result of an **accidental bodily injury**.

This coverage applies only to **medically necessary** charges and services.

Medical Evacuation And Repatriation

If an **insured person's accidental bodily injury**, disease or illness occurs while insured under a **hazard** and requires the **medical evacuation** or **repatriation** of the **insured person** while the **insured person** is on a covered trip, then subject to all of the terms and conditions of this insurance, we will pay the **covered expenses** for such **medical evacuation** or **repatriation** up to the **benefit amount** for **medical evacuation** and **repatriation**, shown in Benefits section of the Declarations. The **benefit amount** for **medical evacuation** or **repatriation** is payable in addition to any other applicable **benefit amounts** under this insurance.

The **medical evacuation** or **repatriation** must be ordered by a **physician**, who certifies that the **medical evacuation** or **repatriation** is necessary to prevent death or serious deterioration of the **insured person's** medical condition. The **medical evacuation** or **repatriation** must be approved and arranged by our **assistance services administrator**.

If an **insured person's accidental bodily injury**, disease or illness occurs during an insured **hazard** and requires **emergency medical treatment** while the **insured person** is on a covered trip, then we will guarantee payment of the **hospital admission guaranty** incurred for such **emergency medical treatment** up to the **benefit amount** for **hospital admission guaranty**, shown in Benefits section of the Declarations. The **assistance services administrator** must approve the **hospital admission guaranty**.

If an **insured person's accidental bodily injury**, disease or illness occurs during an insured **hazard** and requires a **hospital** stay for more than five (5) days while the **insured person** is on a covered trip, then we will pay the **benefit amount** for **family travel expense**, if all the following conditions are met:

- the **insured person** is confined to a **hospital**; and
- all transportation arrangements for an **immediate family member** are made by our **assistance services administrator** and are by the most direct and economical route.

If an **insured person's accidental bodily injury**, disease or illness occurs during an insured **hazard** and requires a **hospital** stay for more than five (5) days while the **insured person** is on a covered trip, then we will pay for such **insured person's** accompanying child to return to his or her primary residence. All transportation arrangements must be made by our **assistance services administrator** and shall be by the most direct and economical route.

*International Blanket Accident Insurance***Coverages****Medical Evacuation And
Repatriation**
(continued)

The **benefit amount** for **medical evacuation** or **repatriation** is payable on an excess basis. We will determine the charges for **medical evacuation** or **repatriation**. We will then reduce that amount by amounts already paid or payable by any **other plan**. We will pay the resulting **benefit amount**, but in no event will we pay more than the **benefit amount** for **medical evacuation** or **repatriation** shown in Benefits section of the Declarations.

**Extensions Of
Coverage****Disappearance**

If an **insured person** has not been found within one (1) year of the disappearance, stranding, sinking, or wrecking of any **conveyance** in which an **insured person** was an occupant at the time of the **accident**, then it will be assumed, subject to all of the terms and conditions of this insurance, that an **insured person** has suffered **loss of life** insured under this contract.

Exposure

If an **accident** resulting from an insured **hazard** causes an **insured person** to be unavoidably exposed to the elements and as a result of such exposure an **insured person** has a **loss**, then subject to all of the terms and conditions of this insurance, such **loss** will be insured under this contract.

Coverage Territory

This insurance applies outside of the **United States**.

Policy Exclusions**Owned Aircraft, Leased
Aircraft Or Operated
Aircraft**

This insurance does not apply to any **accident, accidental bodily injury** or **loss** caused by or resulting from, directly or indirectly, an **insured person** being in, entering, or exiting any aircraft:

- owned, leased or operated by the **policyholder** or on the **policyholder's** behalf; or
- operated by an employee of the **policyholder** on the **policyholder's** behalf.

Aircraft Pilot Or Crew

This insurance does not apply to any **accident, accidental bodily injury** or **loss** caused by or resulting from, directly or indirectly, an **insured person** riding as a passenger in, entering, or exiting any aircraft while acting or training as a pilot or crew member.

This exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life-threatening emergency.

Policy Exclusions

(continued)

Disease Or Illness

This insurance does not apply to any **accident, accidental bodily injury** or **loss** caused by or resulting from, directly or indirectly, an **insured person's** emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection, bodily malfunctions or medical or surgical treatment thereof.

This exclusion does not apply to:

- an **insured person's** bacterial infection caused by an **accident** or by **accidental** consumption of a substance contaminated by bacteria; or
- excess **medical expense** coverage; or
- **medical evacuation** and **repatriation** coverage.

Service In The Armed Forces

This insurance does not apply to any **accident, accidental bodily injury** or **loss** caused by or resulting from, directly or indirectly, an **insured person** participating in military action while in active military service with the armed forces of any country or established international authority.

This exclusion does not apply to the first sixty (60) consecutive days of active military service with the armed forces of any country or established international authority.

Suicide Or Intentional Injury

This insurance does not apply to any **accident, accidental bodily injury** or **loss** caused by or resulting from, directly or indirectly, an **insured person's** suicide, attempted suicide or intentionally self-inflicted injury.

General Conditions

Beneficiary

The **benefit amount** for covered **loss of life** will be paid to the beneficiary designated by an **insured person**. Any **benefit amount** payable due to the **loss of life** of a child will be paid to the **primary insured person**, absent any beneficiary designation by the child.

If an **insured person** has not chosen a beneficiary or if there is no beneficiary alive when the **insured person** dies, then we will pay the **benefit amount** for **loss of life** to the first surviving party in the following order:

- the **insured person's spouse** or **domestic partner**;
- in equal shares to the **insured person's** surviving children;
- in equal shares to the **insured person's** surviving parents;
- in equal shares to the **insured person's** surviving brothers and sisters; or
- the **insured person's** estate.

All other **benefit amounts** are paid to the **insured person**, unless otherwise directed by an **insured person** or an **insured person's** designee, or unless otherwise noted in this insurance.

If any beneficiary has not reached the legal age of majority, then we will pay such beneficiary's legal guardian.

International Blanket Accident Insurance

General Conditions

(continued)

Claim Notice

Written claim notice must be given to us or a licensed agent of ours within twenty (20) days after the occurrence or commencement of any **loss** covered by this insurance or as soon as reasonably possible. Notice must include enough information to identify the **insured person** and **policyholder**. Failure to give claim notice within twenty (20) days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible.

Claim Forms

When we receive notice of a claim, we will send the **insured person** or the **insured person's** designee, within fifteen (15) days, forms for giving **proof of loss** to us. If the **insured person** or the **insured person's** designee does not receive the forms, then the **insured person** or an **insured person's** designee should send us a written description of the **loss**. This written description should include information detailing the occurrence, type and extent of the **loss** for which the claim is made.

Claim Proof Of Loss

Complete **proof of loss** must be given to us within ninety (90) days after the date of **loss**, or as soon as reasonably possible. Failure to give complete **proof of loss** within these time frames will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible, and in no event later than one (1) year after the deadline to submit complete **proof of loss**, except in cases where the claimant lacks legal capacity.

Claim Payment

We will pay the **insured person** or beneficiary the applicable **benefit amount** within sixty (60) days after we receive complete **proof of loss** if the **insured person**, the **policyholder** and beneficiary, where applicable, have complied with all of the terms and conditions of this insurance.

**Claim And Suit
Cooperation**

In the event of a claim under this insurance, the **policyholder**, the **insured person** or the beneficiary, if applicable, must fully cooperate with us in our handling of the claim, including, but not limited to, the timely submission of all medical and other reports, and full cooperation with all physical examinations and autopsies that we may require. If we are sued in connection with a claim under this insurance, then the **policyholder**, the **insured person** or the beneficiary must fully cooperate with us in the handling of such suit. The **policyholder**, the **insured person** or the beneficiary must not, except at their own expense, voluntarily make any payment or assume any obligation in connection with any suit without our prior written consent.

Examination Under Oath

We have a right to examine under oath, as often as we may reasonably require, an **insured person**, the **policyholder** or the beneficiary. We may also require the **insured person**, the **policyholder** or the beneficiary to provide a signed description of the circumstances surrounding the **loss** and their interest in the **loss**. An **insured person**, the **policyholder** and the beneficiary will also produce all records and documents requested by us and will permit us to make copies of such records or documents.

General Conditions

(continued)

Physical Examination And Autopsy We have the right to have an **insured person** examined by a **physician** approved by us, as often as reasonably necessary while a claim is open. We may also have an autopsy done by a **physician**, unless prohibited by law. Any examinations or autopsies that we require will be done at our expense.

Worker's Compensation The benefits payable under this insurance are not in lieu of and do not affect any requirement for workers' compensation insurance or **employment severance law**.

*International Blanket Accident Insurance***Definitions**

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW OR IN THE INTERNATIONAL COMMON POLICY CONDITIONS OF THIS POLICY.

24 Hour Business Travel Hazard

24 hour business travel hazard means all circumstances, subject to all of the terms and conditions of this insurance, arising from and occurring while the **primary insured person** is on **business travel**. **24 hour business travel hazard** includes **personal excursion**.

24 hour business travel hazard does not include **commutation**.

Accident Or Accidental

Accident or **accidental** means a sudden, unforeseen, and unexpected event which:

- happens by chance;
- arises from a source external to an **insured person**;
- is independent of illness, disease or other bodily malfunction or medical or surgical treatment thereof;
- occurs while the **insured person** is insured under this insurance which is in force; and
- is the direct cause of loss.

Accidental Bodily Injury

Accidental bodily injury means bodily injury, which:

- is **accidental**;
- is the direct cause of a loss; and
- occurs while an **insured person** is insured under this contract, which is in force.

Accidental bodily injury does not mean a **repetitive motion injury**.

Assistance Services Administrator

Assistance services administrator means the organization that contracts with the **company** to provide **medical evacuation** and **repatriation** services to an **insured person**.

Benefit Amount

Benefit amount means the amount stated in the Declarations for this insurance which applies:

- at the time of an **accident**;
- to an **insured person**; and
- for the applicable **hazard**.

Business Travel

Business travel means travel by a **primary insured person** that is:

- away from such **primary insured person's** regular place of employment;
- at the authorization, direction and expense of the **policyholder**; and
- on the **policyholder's** business.

Business travel does not include **commutation**. **Business travel** includes **personal excursion**.

Definitions

(continued)

Business Travel Family Hazard

Business travel family hazard means all circumstances, subject to all of the terms and conditions of this insurance, to which a **dependent** of a **primary insured person** may be exposed while traveling in connection with the **primary insured person's business travel**, provided that all such travel is authorized by, and at the expense of, the **policyholder**. **Business travel family hazard** includes **personal excursion**.

Commutation

Commutation means travel between an **insured person's** residence and regular place of employment.

Company

Company means the organization providing this insurance as shown in the Declarations.

Conveyance

Conveyance means any motorized craft, vehicle or mode of transportation licensed or registered by a governmental authority with competent jurisdiction.

Covered Expenses

With respect to **medical evacuation, covered expenses** means the cost for:

- A. a land, water or air **conveyance**, required to transport an **insured person** during a **medical evacuation**. Special transportation by, but not limited to, air ambulances, land ambulances and private motor vehicles must:
1. be recommended by an attending **physician**; and
 2. comply with the standard regulations of the **conveyance** transporting an **insured person**.

The means of transportation that is best suited to accommodate an **insured person**, based on the seriousness of an **insured person's** condition, will be used.

- B. medical supplies and services which are:
1. ordered or prescribed by an attending **physician**; and
 2. are, in the opinion of an attending **physician**, necessarily incurred in connection with the **medical evacuation** of an **insured person**.

With respect to **repatriation, covered expenses** means the cost for:

- A. **repatriation** of an **insured person**; and
- B. medical supplies and services which are:
1. ordered or prescribed by an attending **physician**; and
 2. in the opinion of an attending **physician**, necessarily incurred in connection with **repatriation** of an **insured person**; or
 3. necessary for embalming, cremation, transportation and purchase of a shipping container as required by applicable law or regulation.

International Blanket Accident Insurance

Definitions

Covered Expenses
(continued)

With respect to **medical evacuation** and **repatriation**, all transportation arrangements made for an **insured person** will be by the most direct and economical route. All **covered expenses** must be arranged by and receive the prior approval of our **assistance services administrator**.

Covered expenses do not include those expenses incurred by an **insured person** for **accidental bodily injury**, illness or disease, which occurs while an **insured person** is:

- traveling against the advice of a **physician**; or
- traveling for the purpose of obtaining medical treatment.

Dependent

Dependent means a child, **spouse**, or **domestic partner** of a **primary insured person**.

Domestic Partner

Domestic partner means a person designated by a **primary insured person** who is registered as a domestic partner or legal equivalent under laws of the governing jurisdiction or who:

- A. is at least eighteen (18) years of age and competent to enter into a contract;
- B. is not related to the **primary insured person** by blood;
- C. has exclusively lived with the **primary insured person** for at least one (1) year prior to the date of enrollment;
- D. is not legally married or separated; and
- E. as of the date of enrollment, has with the **primary insured person** at least two (2) of the following financial arrangements:
 1. a joint mortgage or lease;
 2. a joint bank account;
 3. joint title to or ownership of a motor vehicle or status as a joint lessee on a motor vehicle lease; or
 4. a joint credit card account with a financial institution.

Neither the **primary insured person** nor the **domestic partner** can be married to, nor in a civil union with, anyone else.

Emergency Medical Treatment

Emergency medical treatment means **hospital** treatment for a medical condition which:

- arises suddenly and unexpectedly; and
- if left untreated could result in **loss of life**, or in serious deterioration of an **insured person's** medical condition.

Employment Severance Law

Employment severance law means any law that obliges an employer to pay an established amount of compensation or benefits to a present or former employee, partner or other **insured person** as a result of the voluntary or involuntary termination of the employment of that present or former employee, partner or other **insured person**.

Definitions

(continued)

Family Travel Expense

Family travel expense means actual costs incurred by an **immediate family member** for temporary lodging, transportation and meals while traveling to and from visits with an **insured person**.

Hazard

Hazard means the circumstances for which this insurance is provided as stated in Hazards section of the Declarations.

Hemiplegia

Hemiplegia means complete and irreversible loss of all motion and all practical use of one arm and one leg on the same side of the body that lasts longer than 365 days as determined by a **physician** approved by us.

Hospital

Hospital means a public or private institution which:

- is licensed in accordance with the laws of the jurisdiction where it is located;
 - is accredited by the Joint Commission on Accreditation of Hospitals;
 - operates for the reception, care and treatment of sick, ailing or injured persons as in-patients;
 - provides organized facilities for diagnosis and medical or surgical treatment;
 - provides twenty-four (24 hour) nursing care;
 - has a **physician** or staff of **physicians**; and
 - is not primarily a day clinic, rest or convalescent home, assisted living facility or similar establishment and is not, other than incidentally, a place for the treatment of alcoholics or drug addicts.
-

**Hospital Admission
Guaranty**

Hospital admission guaranty means any charge or expense made by a **hospital** prior to and as a condition of an **insured person's** admission.

*International Blanket Accident Insurance***Definitions***(continued)**Immediate Family Member***Immediate family member** means an **insured person's**:

- **spouse or domestic partner;**
- children including adopted children or stepchildren;
- legal guardians or wards;
- siblings or siblings-in-law;
- parents or parents-in-law;
- grandparents or grandchildren;
- aunts or uncles; or
- nieces and nephews.

Immediate family member also means a **spouse's** or **domestic partner's** children, including adopted children or stepchildren; legal guardians or wards; siblings or siblings-in-law; parents or parents-in-law; grandparents or grandchildren; aunts or uncles; nieces or nephews.

Insured Person

Insured person means a person qualifying as a Class member under the Insured Persons section of the Declarations.

International Executive Employee

International executive employee means a citizen of the **United States** who is:

- a partner assigned by you; or
- an employee hired or assigned by you;

to work outside the **United States**.

Leased Aircraft

Leased aircraft means an aircraft not owned by the **policyholder**, which is subject to a written lease agreement between the **policyholder** and the lessor. The **policyholder** uses the aircraft as it wishes for the term of the written lease agreement. The **policyholder** cannot alter or sell the aircraft without the consent of the lessor. **Leased aircraft** does not include aircraft which are chartered for single trips.

Definitions

(continued)

Loss

Loss means **accidental**:

- **loss of foot;**
- **loss of hand;**
- **loss of hearing;**
- **loss of life;**
- **loss of sight;**
- **loss of sight of one eye;**
- **quadriplegia;**
- **paraplegia;**
- **hemiplegia;**
- **loss of speech;**
- **uniplegia; or**
- **loss of thumb and index finger.**

Loss must occur within one (1) year after the **accident**.

Loss Of Foot

Loss of foot means the complete severance of a foot through or above the ankle joint. We will consider such severance a **loss of foot** even if the foot is later reattached. If the reattachment fails and amputation becomes necessary, then we will not pay an additional **benefit amount** for such amputation.

Loss Of Hand

Loss of hand means complete severance, as determined by a **physician**, of at least four (4) fingers at or above the metacarpal phalangeal joint on the same hand or at least three (3) fingers and the thumb on the same hand. We will consider such severance a **loss of hand** even if the hand, fingers or thumb are later reattached. If the reattachment fails and amputation becomes necessary, then we will not pay an additional **benefit amount** for such amputation.

Loss Of Hearing

Loss of hearing means permanent, irrecoverable and total deafness, as determined by a **physician**, with an auditory threshold of more than 90 decibels in each ear. The deafness cannot be corrected by any aid or device, as determined by a **physician**.

Loss Of Life

Loss of life means death, including clinical death, as determined by the local governing medical authority where such death occurs within 365 days after an **accident**.

Loss Of Sight

Loss of sight means permanent loss of vision. Remaining vision must be no better than 20/200 using a corrective aid or device, as determined by a **physician**.

*International Blanket Accident Insurance***Definitions***(continued)*

Loss Of Sight Of One Eye **Loss of sight of one eye** means permanent loss of vision of one eye. Remaining vision in that eye must be no better than 20/200 using a corrective aid or device, as determined by a **physician**.

Loss Of Speech **Loss of speech** means the permanent, irrecoverable and total loss of the capability of speech without the aid of mechanical devices, as determined by a **physician**.

Loss Of Thumb And Index Finger **Loss of thumb and index finger** means complete severance, through the metacarpal phalangeal joints, of the thumb and index finger of the same hand, as determined by a **physician**. We will consider such severance a **loss of thumb and index finger** even if a thumb, an index finger or both are later reattached. If the reattachment fails and amputation becomes necessary, then we will not pay an additional **benefit amount** for such amputation.

Medical Expense **Medical expense** means the **reasonable and customary charges** for **medical services** for the care and treatment of **accidental bodily injuries**, disease or illness.

Medical Evacuation **Medical evacuation** means the emergency transportation of an **insured person** from the location where such **insured person** is injured or becomes ill to the nearest **hospital** where appropriate medical care and treatment can be provided.

Medically Necessary **Medically necessary** means a medical or dental service, supply or course of treatment which:

- is ordered or prescribed by a **physician**;
- is appropriate and consistent with the patient's diagnosis;
- is in accord with current accepted medical or dental practice; and
- could not be eliminated without adversely affecting the patient's condition.

Definitions

(continued)

Medical Services

Medical services means **medically necessary** services, including but not limited to:

- medical care and treatment by a **physician**;
- **hospital** room and board and **hospital** care, both inpatient and outpatient;
- drugs and medicines required and prescribed by a **physician**;
- diagnostic tests and x-rays prescribed by a **physician**;
- transportation of an **insured person** in an emergency transportation vehicle from the location where such **insured person** becomes injured to the nearest **hospital** where appropriate medical treatment can be obtained;
- dental care and treatment due to **accidental bodily injury**;
- physical therapy, including diathermy, ultrasonic, whirlpool or heat treatment, adjustment, manipulation, massage and the office visit associated with such therapy;
- treatment performed by a licensed medical professional when prescribed by a **physician**, if hospitalization would have been otherwise required;
- rental of durable medical equipment;
- artificial limbs and other prosthetic devices; or
- orthopedic appliances or braces.

Operated Aircraft

Operated aircraft means any aircraft not owned by the **policyholder** but over which the **policyholder** exercises control. **Operated aircraft** includes an aircraft for which the **policyholder** pays operating expenses.

Other International Employee

Other international employee means a citizen of any country other than the **United States** who is:

- a partner assigned by you; or
- an employee hired or assigned by you;

to work outside the **United States** or the country of citizenship.

Other Plan

Other plan means any other insurance or payment source for **medical services** or disability, including but not limited to health coverage, disability insurance, worker's compensation insurance, **employment severance law**; or coverage provided or required by any law or statute, including, automobile insurance "fault" or "no-fault", employer sick leave or salary continuation plan, or similar benefit provided or required by governmental plan or program.

Owned Aircraft

Owned aircraft means any aircraft to which the **policyholder** holds legal or equitable title.

*International Blanket Accident Insurance***Definitions***(continued)**Paraplegia*

Paraplegia means complete and irreversible loss of all motion and all practical use of both legs that lasts longer than 365 days, as determined by a **physician** approved by us.

Personal Excursion

Personal excursion means travel or activities that are unrelated to the **policyholder's** business and which take place away from an **insured person's** residence or regular place of employment. Such travel or activities must coincide with the **primary insured person's business travel**. **Personal excursion** is limited to any consecutive one (1) week period immediately prior to, during or immediately following such **business travel**.

Physician

Physician means a licensed practitioner of the healing arts, acting within the scope of his or her license to the extent provided by the laws of the jurisdiction in which medical treatment is provided.

Physician does not include:

- an **insured person**;
- an **immediate family member**;
- an **insured person's** employer or business partner; or
- the **policyholder**.

Policyholder

Policyholder means the organization identified in the Declarations.

Primary Insured Person

Primary insured person means an **insured person** who has a direct relationship with the **policyholder**.

Proof Of Loss

Proof of loss means written evidence acceptable to us that an **accident, accidental bodily injury or loss** has occurred.

Quadriplegia

Quadriplegia means complete and irreversible loss of all motion and all practical use of both arms and legs that lasts longer than 365 days, as determined by a **physician** approved by us.

Reasonable And Customary Charge

Reasonable and customary charge means the lesser of:

- the usual charge made by **physicians** or other health care providers for a given service or supply; or
- the charge we reasonably determine to be the prevailing charge made by **physicians** or other health care providers for a given service or supply in the geographical area where it is furnished.

Definitions

(continued)

Repatriation

Repatriation means:

- the transfer of an **insured person**, from the local **hospital** where **emergency medical treatment** is initially given to another **hospital** or to an **insured person's** domicile or permanent residence; and
- the necessary arrangements for the return of an **insured person's** remains to an **insured person's** domicile or permanent residence in the event of an **insured person's loss of life**.

Repetitive Motion Injury

Repetitive motion injury means bursitis, stress fracture, strain, shin splints, Osgood Schlatter Disease, Chondromalacia; stress fractures; tendinitis; and Carpal Tunnel Syndrome.

Spouse

Spouse means an **insured person's** husband or wife who is recognized as such by the laws of the jurisdiction in which the **insured person** resides.

Uniplegia

Uniplegia means complete and irreversible loss of all motion and all practical use of one arm or one leg that lasts more than 365 days, as determined by a **physician** approved by us.

DECLARATIONS KIDNAP/RANSOM AND EXTORTION POLICY

Name of Insured:

ALUMINUM SHAPES LLC

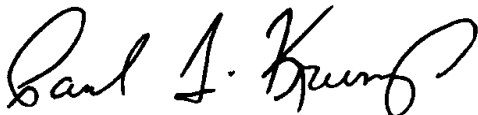
9000 RIVER ROAD

DELAIR, NJ 08110

-
- Item 1.** Limits of Liability: \$100,000
Insuring Clause 1 - Extortion Coverage
Insuring Clause 2 - Delivery Coverage
Insuring Clause 3 - Expense Coverage
- Item 2.** Deductible Amount: \$500
- Item 3.** Designated Person(s):
Officers and Directors, **Employees** of the **Insured**
- Item 4.** Designated Property:
All premises and merchandise of the **Insured** and any other tangible real or personal property owned by the **Insured** or for which the **Insured** should become legally liable.
- Item 5.** Territory:
Outside of the United States of America
- Item 6.** Policy Period:
From 12:01 A.M. on DECEMBER 04, 2020 to 12:01 A.M. on the effective date of the termination of this policy.
- Item 7.** Endorsement Effective at Inception:
Refer to Schedule of Forms attached

In Witness Whereof, the Company issuing this policy has caused this policy to be signed by its Authorized Officers, but it shall not be valid unless also signed by a duly authorized representative of the Company.

GREAT NORTHERN INSURANCE COMPANY



President



Secretary



Authorized Representative

Chubb. Insured.SM

Insuring Clauses

In consideration of payment of the required premium and subject to the Declarations made a part hereof and the limitations, conditions, provisions and other terms of this policy, the Company agrees with the Insured to pay the Insured for losses any Insured included herein shall sustain or discover it has sustained in the manner set forth below.

Extortion Coverage - Insuring Clause 1

- 1.1 The Company shall be liable for loss of any property or other consideration actually surrendered:
- (A) as a ransom payment by or on behalf of the Insured as the result of the actual or alleged **Kidnapping** of any **Insured Person(s)**;
 - (B) as an extortion payment by or on behalf of the Insured as the result of any other **Extortion Threat** to do bodily harm to or to wrongfully abduct or detain any **Insured Person(s)**; or
 - (C) as an extortion payment by the Insured as the result of an **Extortion Threat** made specifically against the Insured or any **Insured Property** to damage, destroy or **Contaminate** such **Insured Property**.

Delivery Coverage - Insuring Clause 2

- 1.2 The Company shall be liable for loss caused by the actual destruction, disappearance, confiscation or wrongful abstraction of property or other consideration intended as a ransom or extortion payment covered under Insuring Clause 1 while being held or conveyed by any person(s) duly authorized by the Insured to have custody thereof.

Expense Coverage - Insuring Clause 3

- 1.3 The Company shall be liable for the following expenses incurred by the Insured solely and directly as the result of a ransom or extortion demand the payment of which would constitute a loss under Insuring Clause 1:
- (A) reasonable fees and expenses of any independent negotiators or consultants retained by the Insured with the prior approval of the Company;
 - (B) interest costs for any loan taken by the Insured to pay that part of a ransom or extortion payment recoverable under Insuring Clause 1;
 - (C) reasonable travel and accommodation expenses incurred by the Insured;
 - (D) the reward paid by the Insured to an **Informant** for information not otherwise available which leads to the arrest and conviction of persons responsible for such demand, provided that the amount of such reward is agreed upon in advance by the Company;
 - (E) the **Salary** which the Insured continues to pay to an **Employee** designated in Item 3 of the Declarations while such **Employee** is being held for ransom as the result of a **Kidnapping**, provided that coverage hereunder shall apply (1) only if such **Employee** is held for more than 30 days, (2) only at the Salary level in effect immediately prior to the **Kidnapping** and (3) only for a period commencing upon the abduction of such **Employee** and ending: at the time such **Employee** is released or discovered to be dead, 90 days after the last positive evidence following the abduction that such **Employee** is alive, or 36 months after the abduction, whichever is earliest;

Insuring Clauses

Expense Coverage - Insuring Clause 3 (continued)

- (F) sums which the insured shall become legally obligated to pay on account of judgements resulting from any suit for damages, and reasonable defense costs incurred by the Insured in defending such suit, brought by an **Insured Person** (for the estate, heirs or legal representatives of such Insured Person) alleging negligence or incompetence in hostage retrieval operations or negotiations following the **Kidnapping** of such **Insured Person** or negligence in not preventing the **Kidnapping** of such **Insured Person**; provided that the insured agrees as a condition precedent to coverage hereunder to cooperate with the Company in conducting the defense or in negotiating the settlement of such suit; and
- (G) any other reasonable expenses incurred by the Insured with the approval of the Company.

Policy Exclusions

- 2.1 Coverage under this policy does not apply to:
 - (A) loss resulting from an **Extortion Threat** against any person or property located at the time of the threat outside the Territory specified in Item 5 of the Declarations;
 - (B) loss due to any fraudulent, dishonest or criminal act by an identifiable **Employee**, director, trustee, authorized representative or messenger of the Insured whether acting alone or in collusion with others, unless the loss is in excess of the amount recovered or received by the Insured under any other bond, insurance or indemnity which would cover the loss in whole or in part, in which case this policy shall cover only such excess; or
 - (C) loss resulting from fraud or collusion by the person allegedly the subject of an **Extortion Threat** if the person authorizing the ransom or extortion payment had not, prior to the payment, made very reasonable effort under the circumstances to determine that the **Extortion Threat** was genuine.
- 2.2 Coverage under Insuring Clause 1 does not apply to loss of property and other considerations:
 - (A) surrender away from the **Premises** in any face to face encounter involving the use or threat of force or violence unless surrendered by a person in possession of such property or other consideration at the time of such surrender for the sole purpose of conveying it to pay a previously communicated ransom or extortion demand and unless actually surrendered to those responsible for such demand or their designee(s); or
 - (B) surrendered on the **Premises** unless brought onto the **Premises** after receipt of the ransom or extortion demand for the purpose of paying such demand.
- 2.3 Coverage under Insuring Clause 2 and 3 does not apply to loss of property and other considerations actually surrendered as a ransom or extortion payment covered under Insurance Clause 1.

General Conditions

Joint Insured

- 3.1 Only the first named Insured shall have any right to claim, adjust, receive or enforce payment of any loss and shall be deemed to be the sole agent of the others for such purposes and for the giving or receiving of any notice or proof required to be given by the terms hereof and for the purposes of effecting or accepting any amendments to or termination of this policy. Each and every other Insured and any **Insured Person** protected hereunder shall be conclusively deemed to have consented and agreed that none of them shall have any direct beneficiary interest herein or any right of action hereunder whatsoever and that this policy or any right of action hereon shall not be assignable; but knowledge possessed or discovery made by any Insured or by any partner or officer of any Insured shall constitute knowledge possessed or discovery made by all of the Insureds for the purposes of this policy. All losses and other payments, if any, payable by the Company shall be payable to the first named Insured, without regard to its obligations to others; and the Company shall not be responsible for the proper application of any payment made. The Company shall not be liable for loss sustained by one Insured to the advantage of any other Insured. If the Company shall agree to and shall make payment to any Insured other than the first named or to any **Insured Person(s)**, such payment shall be treated as though made to the first named Insured.

Personal Assets

- 3.2 If the event of a ransom or extortion demand directed against any **Insured Person(s)** rather than against the Insured, property or other consideration surrendered or intended to be surrendered by or on behalf of such **Insured Person(s)** and expenses described in (A), (B), (C), (D) and (G) of Insuring Clause 3 incurred by or on behalf of such **Insured Person** shall, at the option of the Insured, be considered property or other consideration surrendered or intended to be surrendered on behalf of the Insured and expenses incurred by the Insured.

Other Insurance

- 3.3 If the Insured, any **Insured Person(s)** or any other party at interest in any loss covered by this policy has any insurance which would cover such loss in whole or in part in the absence of this policy, then this policy shall be null and void to the extent of the amount of such other insurance; but shall cover such loss, subject to its limitations, conditions, provisions and other terms, only to the extent of the amount of such loss in excess of the amount of such other insurance whether such other insurance is slated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the limits provided in this policy.

The Company's liability under this policy for any loss of personal assets under Section 3.2, other than a loss sustained by an **Employee** designated in Item 3 of the Declarations, shall be reduced by any amount paid or payable on account of such loss under such other insurance issued by any member company of the Chubb Group of Insurance Companies.

General Conditions

(continued)

Liability For Prior Losses

- 3.4 The Liability of the Company for loss arising from an **Extortion Threat** which occurred or was communicated to the Insured, directly or indirectly, prior to (1) the effective date of this policy or (2) the effective date additional Insureds or coverages are subsequently added, is subject to the following:

the insured or some predecessor in interest of the Insured carried some other policy which, at the time of the **Extortion Threat**, afforded the Insured some or all of the coverage of the Insuring Clause of this policy applicable to the loss.

such prior coverage and the right of claim thereunder continued under the same or some superseding policy without interruption from the time of the **Extortion Threat** until the date specified in (1) or (2) above; and

the **Extortion Threat** shall have been discovered by the Insured after the expiration of the time allowed for discovery under the last such policy.

The liability of the Company with respect to such loss shall not exceed the lesser of the following:

the amount which would have been recoverable under the coverage in force at the time of the **Extortion Threat**, or

the amount which would have been recoverable under this policy had it been in effect at the time of the **Extortion Threat**.

Alteration

- 3.5 No change in or modification of this policy shall be effective except when made by written endorsements signed by an authorized employee of Chubb, a division of Federal Insurance Company.

Provisions Affecting Loss Settlement

Limits Of Liability

- 4.1 The payment of any loss under this policy shall not reduce the liability of the Company for other losses; provided, however, that the maximum liability of the Company shall not exceed the dollar amount set forth in Item 1 of the Declarations, Limits of Liability:
- applicable to Insuring Clause 1, Extortion Coverage, for all losses of property and other consideration actually surrendered as ransom and extortion payments arising from one **Extortion Threat** or a series of related **Extortion Threats**;
 - applicable to Insuring Clause 2, Delivery Coverage, for all losses thereunder of property and other consideration intended as ransom and extortion payments arising from one **Extortion Threat** or a series or related **Extortion Threats**; or
 - applicable to Insuring Clause 3, Expense Coverage, for all expenses arising from one **Extortion Threat** or a series of related **Extortion Threats**.

**Provisions Affecting
Loss Settlement**

(continued)

- | | |
|---|--|
| <i>Multiple Extortion Threats</i> | 4.2 Any Extortion Threats made by the same person(s), group or collaborating groups with the apparent purpose of creating a cumulative or continuing coercive effect upon the Insured and/or any Insured Person(s) shall be considered related Extortion Threats , whether the ransom or extortion demands are for a single payment or for separate payments. |
| <hr/> | |
| <i>Non-Accumulation
Of Liability</i> | 4.3 Regardless of the number of years this policy shall continue in force, and the number of premiums which shall be payable or paid or any other circumstances whatsoever, the liability of the Company under this policy with respect to any loss or losses shall not be cumulative from year to year or from period to period. When there is more than one Insured, the aggregate liability of the Company for loss or losses sustained by any or all of them shall not exceed the amount for which the Company would be liable if all losses were sustained by any one of them. |
| <hr/> | |
| <i>Deductible</i> | 4.4 From all losses sustained by the Insured arising from any one Extortion Threat or series of related Extortion Threats , after deducting all recoveries (except insurance or suretyship held by the Insured or the Company for their benefit) on account thereof made prior to payment, shall be deducted the amount specified in Item 2 of the Declarations. The Deductible shall not apply to expenses covered under Insuring Clause 3. |
| <hr/> | |
| <i>Valuation And Foreign
Currency</i> | 4.5 In no event shall the Company be liable for more than: <ul style="list-style-type: none">• the actual market value of lost, damaged or destroyed securities at the close of business on the business day immediately preceding the day on which the loss occurs or for more than the actual cost of replacing the securities, whichever is less;• the United States dollar value of any foreign currency involved in a loss recoverable under this policy based on a free currency rate of exchange in effect the day on which the loss occurs;• the actual cash value at the time of loss of any other property or consideration or for more than the actual cost of repairing or replacing such property or consideration with property or consideration of similar quality and value, whichever is less. A loss shall be deemed to have been sustained: <ul style="list-style-type: none">• under Insuring Clause 1 at the time of the surrender of the ransom or extortion payment,• under Insuring Clause 2 at the time of the actual destruction, disappearance, confiscation or wrongful abstraction of the property or other consideration, and• under Insuring Clause 3 at the time of the payment of incurred expenses by the Insured. |

Provisions Affecting Loss Settlement

(continued)

Recoveries

- 4.6 If the Insured shall sustain any loss covered by this policy, all recoveries (except from suretyship, insurance, reinsurance or indemnity taken by or for the benefit of the Company) on account of loss, less the actual cost of recovery, shall be distributed as follows: the Insured shall be reimbursed for any loss which exceeds the amount coverage provided by this policy less the deductible amount, the balance applied to reimbursement of the Company to the extent of its loss and any remainder paid to the Insured.

Subrogation

- 4.7 It is agreed that the Company may make any reasonable investigation it considers necessary into the circumstances of any loss under this policy. In the event of any payment under this policy, the Company shall be subrogated, to the extent of its loss, to all the Insured's rights of recovery therefore against any person(s) or group responsible for the loss.

Discovery Period

- 4.8 This policy does not cover any loss arising from any **Extortion Threat** unless such **Extortion Threat** occurs or is communicated directly or indirectly to the Insured or an **Insured Person** prior to the effective date of termination of coverage hereunder and is discovered by the Insured and communicated to the Company in writing prior to one year after the effective date of the termination of this policy in its entirety.

Notice - Proof - Legal Proceedings

- 4.9 At the earliest practicable moment after the occurrence of any loss hereunder the Insured shall give the Company written notice thereof and shall also within four months after such occurrence furnish to the Company affirmative proof of loss with full particulars. Legal proceedings for recovery of any loss hereunder shall not be brought after the expiration of twenty-four months from the occurrence of such loss. If any limitation embodied herein is prohibited by any law controlling the construction thereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

Termination

Termination Of Policy

- 5.1 This policy shall terminate in its entirety:
- thirty days after the receipt by the Insured of a written notice of termination from the Company,
 - upon the receipt by the Company of written notice of termination from the Insured.
 - at such other time as may be agreed upon by the Company and the first named Insured, or
 - upon the voluntary liquidation or dissolution of the first named Insured.

Termination

Termination Of Policy (continued)

Any Insuring Clause or coverage for any Insured other than the first named or as to any **Insured Person(s)** or **Insured Property** shall terminate thirty days after the receipt by the Insured of a written notice of such termination from the Company or upon the request of the Insured.

The Company shall refund the unearned premium computed at customary short rates if the policy is terminated in its entirety by the Insured. Under any other circumstances the refund shall be computed pro rata.

Termination Of Prior Policy(ies)

- 5.2 The Insured by the acceptance of this policy gives notice to the Company terminating the Company's liability to the Insured under the policy(ies) specified in Item 8 of the Declarations.

Policy Definitions

6. When used in this policy:

Contaminate means to introduce a foreign material or substance in such a way as to render **Insured Property** unfit for use or sale.

Employee means any person in the regular service of any Insured during the Policy Period whom the Insured compensates by salary, wages and/or commissions and has the right to govern in the performance of such service, and any non-compensated officer of the Insured.

Extortion Threat means a threat or threats (including actual or alleged **Kidnapping** as set forth in Insuring Clause 1, made by a person or group demanding a ransom or extortion payment or a series of such payments as a condition for the mitigation or removal of such threat(s). All such threats (a) related by a common committed, attempted or threatened wrongful act or (b) made contemporaneously against the same Insured(s), **Insured Property** and/or **Insured Person(s)** shall be deemed to constitute a single **Extortion Threat** if made by the same person or group.

Informant means any person providing information solely in return for monetary payment paid or promised by the Insured.

Insured Person means:

- (A) A Designated Person, as specified in Item 3 of the Declarations;
- (B) a **Relative** of a Designated Person;
- (C) a person legally resident in the household of a Designated Person;
- (D) a guest in the home of a Designated Person; and
- (E) a guest or customer of the Insured while on the **Premises** of the Insured.

Insured Property means:

- (A) any **Premises** designated in Item 4 of the Declarations.

Policy Definitions

(continued)

(B) any tangible property owned or held by the Insured or for which the Insured is liable located on such **Premises** or on any land adjacent thereto occupied by the Insured in conducting its business, and

(C) any other property designated in Item 4 of the Declarations.

Kidnapping means the wrongful abduction and holding under duress or by fraudulent means of any **Insured Person(s)** by any person(s) or group making a ransom demand or series of ransom demands for the release of such **Insured Person(s)**.

Merchandise means the Insured's inventory, raw materials, work in progress and any products manufactured or distributed by the Insured.

Premises means that portion of any building occupied by the Insured in conducting its business.

Relative means a person's spouse, sibling, ancestor, spouse's ancestor, lineal descendent or lineal descendent's spouse. Adopted children and stepchildren shall be deemed to be lineal descendants. Adoptive parents or stepparents shall be deemed to be ancestors.

Salary means the direct compensation which the Insured pays to an **Employee** for personal services rendered, excluding bonuses, commissions and similar incentive payments and the cost of any health, welfare or pension benefits.